AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, OCTOBER 28, 2025 - 7:00 PM

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL TWO HUNDRED FIFTY DOLLARS ($250.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019; AMENDED BY ORDINANCE #2019-019)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FL 33004, (954) 924-6800 EXTENSION 3624, AT LEAST 48 HOURS PRIOR TO THE MEETING.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.

DECORUM POLICY FOR MEETINGS OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

INDIVIDUALS WHO WISH TO MAKE ANY "CITIZEN'S COMMENTS" UNDER THAT PORTION OF THE CITY COMMISSION AGENDA, OR WHO OTHERWISE WANT TO ADDRESS THE CITY COMMISSION, MUST FIRST BE REGISTERED WITH THE CITY CLERK (FORMS ARE AVAILABLE OUTSIDE OF THE CITY COMMISSION CHAMBERS AND MUST BE GIVEN TO THE CLERK BEFORE THE MEETING). OTHERS WHO WANT TO ADDRESS THE COMMISSION ON ANY MATTERS MUST FIRST BE RECOGNIZED BY THE MAYOR. ALL SUCH PERSONS MUST USE THE PODIUM IN THE COMMISSION CHAMBER. NO MORE THAN ONE PERSON AT A TIME MAY ADDRESS THE COMMISSION FROM THE PODIUM. COMMENTS ARE ONLY TO BE MADE TO THE CITY COMMISSION AND ARE NOT TO BE DIRECTED TO THE AUDIENCE OR CITY STAFF.

NO INDIVIDUAL SHALL MAKE ANY SLANDEROUS OR UNDULY REPETITIVE REMARKS, OR ENGAGE IN ANY OTHER FORM OF BEHAVIOR THAT DISRUPTS OR IMPEDES THE ORDERLY CONDUCT OF THE MEETING, AS DETERMINED BY THE MAYOR. NO INDIVIDUAL MAY SPEAK DIRECTLY TO OR ADDRESS THE MAYOR, CITY COMMISSIONER OR CITY STAFF: COMMENTS ARE TO BE ONLY DIRECTED TO THE COMMISSION AS A WHOLE. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OF OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE PERMITTED IN THE COMMISSION CHAMBER.

IF ANY PERSON'S CONDUCT AS DETERMINED BY THE MAYOR IS FOUND TO BE DISRUPTIVE OR INTERFERES WITH THE ORDERLY CONDUCT OF THE MEETING, THE PERSON MAY BE ASKED BY THE MAYOR TO LEAVE THE COMMISSION CHAMBERS; IF THE PERSON DOES NOT LEAVE AND THE CONDUCT PERSISTS, THE CITY POLICE DEPARTMENT WILL BE REQUESTED TO ESCORT THE INDIVIDUAL FROM THE CITY COMMISSION CHAMBERS.

ALL CELLULAR TELEPHONES ARE TO BE SILENCED DURING THE MEETING. ALL PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. (RESOLUTION #2020-032)

ADDENDUM NO. 2

*(Items in **red** are new and/or revised)*

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. City Fiscal Year End Investment Portfolio Update - Public Trust Advisors - *Finance*

2. Request for Proclamation Approval – Friends of Libraries Week, October 19-25, 2025 – *Sponsored by Commissioner Lewellen*

4. PROCLAMATIONS

1. Friends of Libraries Week – October 19-25, 2025 – *Sponsored by Commissioner Lewellen*

5. ADMINISTRATIVE REPORTS

1. City Manager

2. City Attorney

3. City Clerk - Reminders
   - November 18, 2025 - CRA Board Meeting - 6 p.m.
   - November 18, 2025 - Commission Meeting - 7 p.m.
   - December 9, 2025 - CRA Board Meeting - 6 p.m.
   - December 9, 2025 - Commission Meeting - 7 p.m.

   Advisory Board Quarterly Attendance (July through September)

6. PUBLIC SAFETY REPORTS

7. CITIZENS' COMMENTS

Addressing the Commission: A thirty (30) minute "Citizen Comments" period shall be designated on the agenda for citizens and interested persons to speak on matters whether or not scheduled on that day's agenda. Individuals wishing to speak on a matter not included on the "Public Hearing" section of the agenda, which matter pertains to an item before the City Commission which requires a decision of the City Commission, may do so by signing in and submitting a form to that effect with the City Clerk prior to the meeting. Speakers at Public Hearings shall also submit such a form. Each speaker shall be limited to 3 minutes for his or her comments. If more than ten (10) speakers express a desire to speak, the Commission shall determine on a meeting by meeting basis whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

8. CONSENT AGENDA

1. Minutes: October 14, 2025 Regular City Commission Meeting

2. Travel Requests: None

3. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REPEALING RESOLUTION NO. 2025-007 AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN UPDATED ACCESS AND USE AGREEMENT WITH BROWARD COUNTY FOR THE SHORE PROTECTION PROJECT, SEGMENT III; PROVIDING FOR NO FISCAL IMPACT TO THE CITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2025-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT UNDER THE CITY OF DEERFIELD BEACH CONTRACT ITB NO. 25-016, THROUGH THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE PURCHASING GROUP, FOR SULFURIC ACID FROM INTERACID GROUP, VALID THROUGH JULY 16, 2028, AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2025-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING AUTHORIZING THE EXPENDITURE OF FUNDS TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00) FOR EACH YEAR THE CONTRACT IS IN PLACE FOR CALIBRATIONS AND REPAIRS OF FLOW METERS AND RELATED DEVICES WITH ROCHA CONTROLS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2025-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE ADOPTON OF THE STORMWATER MASTER PLAN, PROVIDING FOR CONFLICTS, FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7. ~~RESOLUTION NO. 2025-_____~~

   ~~A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING AN AGREEMENT TO REIMBURSE THE BROWARD COUNTY TAX COLLECTOR FOR ADMINISTRATIVE AND ACTUAL COSTS~~

~~INCURRED AS A RESULT OF THE USE OF THE UNIFORM METHOD OF LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS. *(Finance)*~~

8. RESOLUTION NO. 2025-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA, AND THE BROWARD COUNTY SHERIFF'S OFFICE FOR POLICE SERVICES DATED OCTOBER 1, 2025; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT FOR SUCH SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

9. RESOLUTION NO. 2025-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A SPONSORSHIP APPLICATION FOR NOT-FOR-PROFIT BAD SPACE DANIA, INC. ("MAD ARTS"); IN ACCORDANCE WITH THE SPENDING POLICY AND PROCEDURE FOR BUDGETED EVENTS OUTSIDE OF COMMUNITY GRANTS OR DISCRETIONARY FUNDS POLICIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

10. RESOLUTION NO. 2025-_____

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR SERVER MONITORING AND SUPPORT SERVICES, INCLUDING ADDITIONAL CONTRACTED SUPPORT FROM LAN INFOTECH, FOR FISCAL YEAR 2025-26, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00); PROCEEDING WITHOUT COMPETITIVE BIDDING AND AUTHORIZING PURCHASES FROM THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Information Technology)*

11. RESOLUTION NO. 2025-____

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN THIRD AMENDMENT TO THE JANITORIAL SERVICES AGREEMENT AWARDED VIA INVITATION TO BID ("ITB") NO. 21-027, ENTITLED "JANITORIAL SERVICES" WITH CLEAN SPACE, INC. TO ADD CLEANING SERVICES FOR C.W. THOMAS PARK COMMUNITY CENTER AND TO EXTEND THE UNDERLYING AGREEMENT FOR THE SECOND AND FINAL

TWO YEAR TERM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

12. RESOLUTION NO. 2025-_____

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RECIPROCAL USE AGREEMENT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, RELATING TO THE MUTUAL AND RECIPROCAL USE BY THE PARTIES OF CITY AND SCHOOL BOARD FACILITIES FOR A FIVE YEAR TERM, WITH ONE FIVE YEAR RENEWAL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE *(Parks and Recreation)*

13. Request for Use of Discretionary Funds - Art & Somm - November 6, 2025 - *Sponsored by Mayor Davis*

14. Request for Use of Discretionary Funds — "Serving Joy" (Dania Beach Gives Back) — November 3, 2025 - *Sponsored by Commissioner Rimoli*

9. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2025-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZATION TO AWARD AND ENTER INTO AN AGREEMENT FOR THE ITB NO. 25-021 TO HAWKINS INC FOR BULK CHEMICAL PURCHASES FOR THE WATER TREATMENT PLANT. AUTHORIZING FROM THE DATE THE AGREEMENT IS EXECUTED, AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00); TO BE VALID EACH YEAR THE CONTRACT IS IN PLACE, AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE WATER DIVISION'S APPROVED BUDGET APPROPRIATIONS ACCOUNT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

2. RESOLUTION NO. 2025-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH MERRICK INDUSTRIAL MANAGEMENT CORPORATION FOR REQUEST FOR PROPOSALS ("RFP") NO. 25-023, ENTITLED "FROST PARK SPORTS COURT CONVERSION PROJECT"; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS

1. RESOLUTION NO. 2025-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE REQUIREMENTS OF SECTION 655-40, OF THE LAND DEVELOPMENT CODE (LDC) APPROVING THE WAIVER OF REPLAT REQUEST (OT-019-25) SUBMITTED BY THE PROPERTY OWNER, TAMMIE AND ELLIS JAMES, FOR THE PROPERTY GENERALLY LOCATED EAST OF 255 NW 12TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

11. FIRST READING ORDINANCES: None

First reading ordinances under this section are not subject to public hearing and may be taken all at once, unless pulled by the City Commission. A public hearing and discussion will take place at second reading of all ordinances within its respective section of the agenda.

12. SECOND READING ORDINANCES

1. ORDINANCE NO. 2025-_____

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE REQUIREMENTS OF SECTION 655-40 OF THE LAND DEVELOPMENT CODE (LDC) APPROVING THE RIGHT-OF-WAY VACATION REQUEST (VC-018-25) SUBMITTED BY THE APPLICANTS/ADJACENT PROPERTY OWNERS, TAMMIE AND ELLIS JAMES, FOR THE PROPERTY GENERALLY LOCATED BETWEEN NW 2 PLACE AND NW 12 AVENUE, RESPECTIVELY, WHICH CONSISTS OF APPROXIMATELY 100 BY 70 FEET OF NW 12TH AVENUE, LYING EAST OF THE APPLICANTS' PROPERTY LOCATED AT 255 NW 12TH AVENUE WHICH RIGHT OF WAY IS GENERALLY DESCRIBED AS "NORTHWEST 12TH AVENUE," AND IS LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

13. DISCUSSION AND POSSIBLE ACTION

1. RESOLUTION NO. 2025-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY COMMISSION TO ENTER INTO AN EXTENSION OF THE EMPLOYMENT AGREEMENT WITH THE CITY

MANAGER, ANA M. GARCIA THROUGH MAY 16, 2026; PROVIDING FOR A PUBLIC HEARING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Commissioner Lewellen)*

2. RESOLUTION NO. 2025-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO DISCUSS THE CITY'S POSITION RELATING TO BROWARD COUNTY APPLICATION FILED BY PORT 1850 LLC, 2025-285 (PCNRM 24-3) FOR SITE 97, LOCATED AT 1850 NE 7TH AVENUE, DANIA BEACH, FL, RELATING TO MODIFICATION/UPDATE TO THE COUNTY'S ENVIRONMENTALLY SENSITIVE LANDS MAP THROUGH THE FLORIDA STATUTES SECTION 163.3184 PROCESS; AUTHORIZING A PUBLIC HEARING EVEN THOUGH A PUBLIC HEARING IS NOT REQUIRED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Davis)*

3. Amending Rules of Procedure – City Commission Meeting Start Time – *Sponsored by Vice Mayor Salvino*

14. APPOINTMENTS

1. - Education Advisory Board - 1 vacancy - Commissioner Ryan
   - Marine Advisory Board - 1 vacancy - Commissioner Ryan
   - Dania Beach Housing Authority Board - 1 vacancy - Mayor Davis
   - Public Art Advisory Board - 1 vacancy - Commission

15. COMMISSION COMMENTS

16. ADJOURNMENT

CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: October 28, 2025

To: Mayor Joyce L. Davis
Vice Mayor Marco A. Salvino, Sr.
Commissioner Lori Lewellen
Commissioner Luis Rimoli
Commissioner A. J. Ryan IV

From: Ana M. Garcia, ICMA-CM, City Manager

Subject: Manager's Report

We have started our dialogue and game plan with Rana Brown from the Ron Book team as we get ready to submit our state budget request for 2026 and coordinate our yearly visit. While last year state funding eluded us due to record vetoes and a very tight budget, we have received an unprecedented amount in the previous 6 years totaling $9,125,819. The session this coming year is scheduled from January 12th to March 13th. Committee weeks will commence in early December with December 1st – 5th and December 8th – 12th being the best dates we are currently looking at per Ms. Brown's recommendation.

Dania After Dark/ Oktoberfest edition was a huge success with record attendance! Our Special Events Division of Parks and Recreation under the leadership of Manager Ashley Vlasic has another amazing event in store for our community and visitors as Light up Dania Beach will be held on Saturday, November 15th as we continue to transform our City Hall Campus to an extravaganza of entertainment and great atmosphere with food, spirits and a safe and welcoming environment for the entire family.

We hosted our last CORE conversation meeting for 2025 at C.W. Thomas Park and the excitement is building for the January grand opening of our brand new state-of-the-art $21 million dollar facility/ park. A packed house of over 60 residents engaged with our senior team members in a very productive question and answer session. Municipal Government is the closest to the people and our CORE initiative provides for a very up close and personal experience with our residents.

The newly renovated IT Parker waterfront Community Center is becoming extremely popular! We are seizing every opportunity to showcase and market this beautiful event space in Dania Beach. I am very pleased to report that Parks and Recreation Director Cassi Waren will be hosting the Southeast Florida Recreation and Parks Association end of year meeting on December 9th at IT

Parker. Additionally, yours truly will be hosting the 1st executive board meeting of 2026 for the Greater Ft. Lauderdale Alliance (Economic Engine of Broward County) on January 15th. Our strategy to generate revenues while at the same time creating awareness of "all" that we have to offer in Dania Beach is an ongoing process and an effort that will continue for years to come.

As we speak about attracting visitors to our City and strengthening our partnerships with the public sector and business community, we are currently putting the final touches in the plan to deliver the best Mayor's State of the City Address ever on November 5th in partnership with DCOTA and Le Meridian Hotel. This will mark our 4th year raising the standard of excellence in the planning and execution of this very popular and exciting event in our community. Kudos to our State of the City Planning Committee, our Special Events Team and much gratitude to all our sponsors who have contributed a record amount in excess of $60k for this worthy and wonderful endeavor. Mayor Davis is ready to elaborate upon a year of remarkable success and progress in Dania Beach, as well as bestowing much praise and recognition to all of this year's recipients of the Mayor's Awards of Excellence.

Phase 2 of our Veterans Park is in full swing as a beautiful mural honoring our veterans and all the branches of our military will be completed and dedicated on Veterans Day, November 11th at 10am at our City Hall Campus. Additionally, we are planning some very exciting initiatives as we look forward to 2026 and our semi-quincentennial celebration of 250 years of our beloved United States of America.

Our unanimously adopted Strategic Master Plan of 2021 has a mission statement that is very clear on several key elements, one of which is that our City is environmentally sound! As I always say, "we align our words with action". I want to take this opportunity to be perfectly clear; we support processes and seek the advice of subject matter experts, so we can make recommendations in support or in opposition of projects to our City Commission in order for the best and most educated decisions be made in and for our City. The investments we are making and have been making in pro environmental projects and infrastructure improvements in our City these past 6 years under this Administration is unprecedented to the tune of more than $52 million from grants, loans and budgetary appropriations. Some of these include the $35 million dollar SE drainage project, the $2.8 million restroom facility development project at Ocean Park, the $1.2 million lighting upgrade including the Turtle friendly walking path lighting installed south of Lucky Fish and the underground wiring project planned for our Beach. I have included as backup for your information all the projects, the total investment, and project status. Our current City Commission as well as all the elected officials this administration has been working with since March of 2019 has "always" without hesitation unanimously voted for and approved every single project and/or initiative associated with the investment of infrastructure, improvements, and initiatives benefiting the environment. See attached.

I look forward to hitting the ground running with our remarkable Team in 2026 until my last day as your City Manager continuing to break ground and celebrate the completion of projects Citywide.

Ocean Park Improvements

- Lighting Upgrades
    - Turtle-friendly walking path lighting installed south of Lucky Fish.
    - Coordinating with consulting team and FPL on new comprehensive lighting from north to south ends of Ocean Park.
    - Photometric analysis scheduled for submittal to FPL by early November.
    - FPL engineering review and planning expected to take several months.
    - Project includes removal of existing light poles and undergrounding of beachside wiring.
    - Budget: $1,250,000.
- Restroom Facility Development
    - Site plan approval presentation scheduled for November 18 Commission meeting.
    - Environmental permits submitted; comments and approval pending.
    - Bidding: Q1 2026.
    - Construction start: Q3 2026.
    - Completion: Q1 2027.
    - Budget: $2,800,000.
- Additional Parking
    - Permit review in progress for Phase 1, adding 16 new parking stalls.
- Repaving
    - Budget: $700,000 for continued repaving work at Ocean Park.
    - Continuation of project initiated in February 2025.

Hazard Mitigation Grant Program (HMGP) Projects

- Police Substation Generator
    - Project awarded; installation anticipated Q1 2026.
    - Budget: $240,000.
- City Hall Wind Retrofit
    - Window Replacements
        - Work ongoing; completion expected by year-end 2025.
        - Budget: $400,000.
    - Roof Replacement
        - In design; completion by year-end 2026.
        - Budget: $800,000.
    - Generator Installation
        - Design complete; preparing bid documents.
        - Budget: $1,200,000.
- Fire Station Wind Retrofit
    - Windows Phase 1: Completed in 2023.
    - Generator/Doors/Roof: In bid phase; completion Q4 2026.
    - Budget: $1,800,000.
- Lift Stations 1, 2, and 3
    - Construction started with Lift Station 1.
    - Budget: $10,000,000.
- SE Drainage (Global Match)
    - Phase 1: Completion Q2 2026, Budget: $16,100,000.
    - Phase 2: Completion Q4 2026, Budget: ~$19,000,000.

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DATE: October 28, 2025

TO: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Eleanor Norena, CFM, Community Development Director

RE: Manager's Monthly Report – September 2025 – Community Development Department

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The following is a summary of Community Development Department activity during the month of September 2025.

Community Development Special Projects:

Several Text Amendments are being processed in response to the 2025 Florida Legislative Session. These amendments are anticipated to go before the City Commission in December/January.

Building Division:

The Building Department reviewed and issued 193 building permits and conducted 1,480 inspections. The Department issued one residential Certificate of Occupancy for the month of September 2025.

Planning and Zoning Division:

SP-031-25 RUSTIC INN: This site plan request is for the employee parking area to be permitted to be used with a gravel surface. After further discussion, the request is better handled through a variance than a site plan; therefore, the application has been canceled. The project is currently under review to be prepared for the Planning and Zoning Board meeting scheduled for December.

SP-056-21MOD2 KOOSH LIVING SITE PLAN MOD: This project was previously approved for a mixed-use development containing 199 multi-family, 32 townhomes, and 13,500 sq. ft of commercial. The modification request is to meet the FPL requirements for easement separation. The project is currently being reviewed by DRC.

Miscellaneous Zoning Activities:

The Zoning Division processed 25 new Certificates of Use applications for new businesses in the City for the month of September 2025.

The Zoning Division processed, inspected, and approved one (1) new Vacation Rental Certificate for the month of September 2025.

Code Compliance Division:

The Code Compliance team oversees the Downtown city center, concentrating on addressing issues such as graffiti, illegal signage and the upkeep of properties to maintain the area's aesthetic appeal and ensure community standards are upheld.

This month, a total of 109 complaints were submitted through the City's Ask Dania Beach App and promptly inspected by our code enforcement staff.

The unit has designated a dedicated code enforcement officer to manage all vacation rental inspections and complaints, thereby allowing zone officers to focus more effectively on their assigned areas. No vacation rental complaints were received this month.

New Initiative: Waterway Inspections - The unit has also designated two code enforcement officers to conduct inspections on the waterway with a focus on work without permits, vessel violations, and blight-related issues. These proactive waterway inspections will occur weekly, this month staff observed14 violations.

The Code Compliance Division collaborated with Public Services to address bulk trash and nuisance issues throughout the City. This month, a total of 37 bulk notices were issued.

Please find the noise complaint details outlined below:

Date of Complaint	Address	Description	Code Officer	Resolution
9/11/2025	501 E Dania Beach Blvd	Dog barking all day	A. Westberry	Unfounded. Unable to make contact with complainant.
9/11/2025	2270 SW 46 Ct	Dog barking different times of the day	A. Westberry	Unfounded. Spoke with complainant.

Beach Ranger and Parking Division:

- Beach Rangers patrol downtown City Center and all active construction sites for any parking and noise violations.
- Staff reported three violations at the beach in the Ask Dania Beach App including safety issues and aesthetics.
- Staff continue to monitor the pier, parking lot and sand areas to address violations which include, but are not limited to, prohibited events, climbing on dunes, drones, bonfires, littering, and dogs. 120 violations were observed and addressed.
- Beach Rangers are monitoring the marina for any unauthorized activity and any maintenance concerns.
- Beach Rangers monitor the beach lot for capacity on weekends and holidays. Staff directs traffic in the beach lot to keep the traffic flowing for safety.

- The FAU parking lot is being monitored by the Beach Rangers on weekends and holidays for valet parking, City staff parking, FAU student parking, and Lucky Fish / Quarter Deck employee parking.

- Beach Rangers continue to work with BSO Homeless Outreach to address homeless issues at the beach.

CITY OF DANIA BEACH
HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: October 20, 2025

TO: Ana M. Garcia, ICMA-CM, City Manager

FROM: Linda Gonzalez, SPHR, SHRM-SCP – Chief Human Resources Officer *LG*

RE: Human Resources and Risk Management Report

Overview

The Human Resources and Risk Management Department continues to deliver exceptional services while advancing strategic initiatives that strengthen the City's workforce, enhance employee engagement, and position HR as a proactive partner in achieving organizational excellence. Below is a summary of our activities and accomplishments over the past month.

Recruitment and Talent Acquisition

Our recruitment team successfully hired candidates for our Public Services and Parks and Recreation. We have also implemented targeted recruitment strategies to attract candidates for our two current open positions.

- **Currently Posted (2 Positions):** Beach Lifeguard (OC) & Marketing and Communication Specialist
- **Recent Hires/Status Changes (3 positions):** Beach Lifeguard (PT), Recreation Assistant, Project Manager

Training and Development

Our Training and Development initiatives provide both new and seasoned employees with meaningful opportunities to enhance their skills and leadership capabilities.

- **Employee Training:** We are preparing for our third quarter New Hire Onboarding/Call Back sessions scheduled for November 13. Our annual Maintenance of Traffic (MOT) training is scheduled for November 18 and team members from Public Utilities, Streets and Landscape teams are scheduled to attend

Employee Engagement and Culture

We remain committed to creating a workplace culture that values recognition, connection, and employee well-being.

- **Focus Group:** October 9, 2025, we hosted our second Focus Group of the year and seventeen (17) team members attended. The team provided excellent feedback and expressed their appreciation for the opportunity to share their opinion and perspectives. The information gathered has been summarized and will be shared with the management team to help guide future initiatives and support ongoing employee engagement efforts

- The annual Halloween Employee Event is scheduled for October 20 at IT Parker

Risk Management, Wellness, and Safety

HR continues to take a proactive role in safeguarding City operations and employee well-being through forward-looking initiatives.

- FY 25-26 property and casualty and flood insurance renewals were approved by the Commission
- Finalized safety training course completions review and assigned safety day credits for the last fiscal year
- At the September Safety Committee meeting, the Safety Committee was presented with a $5000 check from our insurance carrier, for successfully completing the Training Incentive Programs (TIPS) program
- Scheduled training for team members to encourage them to participate in the new Eagle Eye program
- All safety training classes were scheduled in Vector Solutions for the new fiscal year. Employees now have access to complete courses for safety credit among other courses.
- Preparing for the next Safety and Wellness Committee meeting on January 22, 2026

Compensation and Benefits

Our team continues to ensure employees have access to robust, competitive benefits while introducing innovative enhancements.

- **Benefits changes**: Open enrollment changes have been implemented for the October 3, 2025 pay period
- We are preparing for the upcoming benefits review period for retirees, dependents, and surviving spouses aged 65 and older who are enrolled in the Medicare Advantage plan. Currently, approximately 88 retirees and spouses are enrolled. This year's renewal includes a modest monthly increase of $2.90, and the plan will transition from UnitedHealthcare to Humana. To help with the transition we have scheduled a Retiree Benefits Review Meeting at City Hall on Tuesday, November 18. Humana is offering our retirees much lower co-pays for physician appointments
- Our Benefits and Compensation Specialist will be attending the Survey meeting on October 22 for our annual salary review process

Continuous Improvement and Innovation

HR continues to implement forward-thinking solutions that increase efficiency and mitigate risk.

- Finalized agreement for an automated interface with the Florida Driver's License and Motor Vehicle Record Data Exchange**,** allowing daily license validation instead of annual manual checks. **IT is currently working on the required Data Security and Internal Controls audit**
- We have completed the implementation of the JDXpert job description management software solution. Training is scheduled for the Directors & Deputy Directors on October 22 and October 29
- We are currently working with the Procurement team on a RFP for a certified project management consultant, with focus on Human Resources Information Systems (HRIS), IT and payroll systems.

CITY OF DANIA BEACH
PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: October 14th, 2025

TO: Ana M. Garcia, ICMA-CM, City Manager

FROM: Cassi Waren, CPRP, Parks & Recreation Director

SUBJECT: Parks and Recreation Updates

Parks and Recreation Department Updates Project updates

Project Updates:

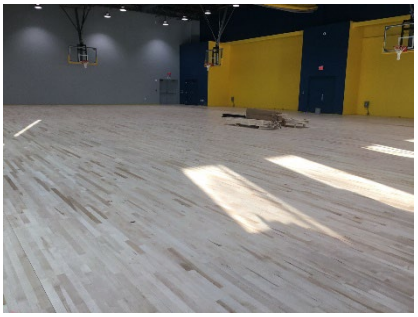
- CW Thomas Park – The CW Thomas Park project continues to be on track with exciting updates. We anticipate receiving our TCO the week of October 20th to slowly transition into the new building at a reduced capacity with our existing indoor programming in order to demolish the old building and take another step towards completion of the project. The site scoreboard has been installed. The old outdoor restrooms and concession stand have been demolished. Irrigation and sidewalk installation have begun. The artificial turf company is preparing the site to begin installation of the turf football field.













- Olsen Middle School – Design is ongoing. Architectural and engineered drawings and equipment selections for phase 1, the field/court/dog park portion of the park, are ongoing.

- Chester Byrd Park – The RFQ for the design services has been reviewed and the ranking of the respondents went before the City Commission August 26th, and the staff is in contract negotiations with Calvin, Giordano & Associates, Inc, the top ranked firm.
- PJ Meli Park – Bermello Ajamil met with the management team on September 11th, to review the first official conceptual design rendering of the park and are fine tuning based on cost estimation.
- Frost Park Pickleball Sports Court Conversions – Staff is finalizing the contract with the top ranked respondent to bring before City Commission on October 28th. Once approved and the agreement is fully executed the work will begin immediately in order to lock in the pricing provided with the bid. The project is estimated to be complete the end of January, early February.
- Rita Crockett Beach Sports Academy – The grand opening is scheduled for Thursday, October 23rd from 5:30pm – 9pm.
- Frost Park Concession Stand – Construction is complete. A leak was found in the roof with all of the rains that is in the process of being complete.

Ocean Rescue Report:

- Rescues – 2
- Medical/First Aid – 2
- Law Enforcement Calls – 3
- Missing Person – 1
- Wildlife or Domestic Rescue – 7

Dania After Dark kicked off with our Oktoberfest event on Saturday, Oktober 11th from 6pm – 9pm. The weather was great, and the event exceeded expectations. Ticket sales reached 834 tickets sold, which is a record number for the Oktoberfest event with almost 6,000 attendees. The next Dania After Dark will be Light Up the Night on November15th from 6pm – 9pm.

Staff is preparing for the Fall Festival event at Frost Park on Friday, October 24th from 6pm – 9pm. The south bound lanes of Fronton St. will be closed for the event to activate the BSO National Night Out portion of the event.

Special event applications processed FY25 – 39
Special event applications processed FY26 - 5

Due to weather, the Rita Crockett Beach Sports Academy grand opening was rescheduled for Thursday, October 23rd from 5:30pm – 9pm.

CW Thomas staff are preparing for their big move into the new building which should start taking place the week of October 20th so long as we get our TCO on 10/20. We hope to begin the soft opening with only existing programming the week of October 27th until the entire project's grand opening in January.

Ongoing programs:

- Rising Stars at CW Thomas Park, Frost Park and PJ Meli Park
- FitFusion at CW Thomas Park
- Hip Hop and Contemporary Dance at CW Thomas Park
- Tint Tots at CW Thomas Park
- Junior Chefs at CW Thomas Park
- Checkmate Academy at CW Thomas Park
- Gaming Club at CW Thomas Park
- Adult Game Club at CW Thomas Park

- Domino Club at CW Thomas Park
- Gracefully Aging at CW Thomas Park
- Adult Chess at SW Community Center
- Adult Fantasy Sports at SW Community Center
- YAC at PJ Meli Aquatic Complex
- Karate at PJ Meli Park
- Swim Team at PJ Meli Park
- Waterpolo at PJ Meli Park
- Social Seniors at PJ Meli Park
- Tot Tim at PJ Meli Park
- Sweet Creations at PJ Meli Park
- Kreation Station at Frost Park
- English Classes at Frost Park
- Sunday Cards at Frost Park
- Table Game Tuesdays at Frost Park

Athletic Programs (ongoing/upcoming):

- Football/Cheer at Frost Park
- Adult Kickball at PJ Meli Park
- Lil Sluggers at PJ Meli Park
- Youth Basketball at Frost Park
- Jr. Youth Sports at Frost Park
- Little Sea Stars at PJ Meli Park
- Soccer at Frost Park
- Tennis at Frost Park & PJ Meli Park







Staff continues to evaluate the current and new programs to ensure we are offering the best programs for our community for all ages. Be on the lookout for new programming rolling out in the next couple of months.

Parks and Recreation took on Parks Maintenance from Public Services in August/September, and we are in full swing with our new division/staff. We are working on ball field improvements at PJ Meli Park and Frost Park as well as getting quotes to do a full overhaul of the grass/fields at Frost Park converting them to Bermuda field grass with irrigation addressing while addressing the ponding issues we face on the fields

currently for a future project. The dug outs and restrooms surrounding the RCBSA have also been painted with small upgrades.

CITY OF DANIA BEACH
MARKETING AND COMMUNICATIONS
DIVISION MEMORANDUM

DATE: October 21, 2025
TO: Ana M. Garcia, ICMA-CM, City Manager
FROM: Nannette Rodriguez, Director of Marketing and Communications
SUBJECT: Marketing and Communications Division Report

The City's website, social media, digital signs and Cable TV Channel 78 continue to be updated with relevant, new and important information. Marketing support may include advertisements, branding, signage, event site and marketing collateral, photography, media relations, video recordings, and pre- and post-event social media posts. Support is provided to all City departments and their projects. There is an ongoing effort to enhance digital communications and engagement by implementing best practices. Below are the latest activities from mid-September through mid-October 2025:

Publications (internal and external)

- Creating content and outline layout for the fall edition of *Pioneer*
- Risk Management Guide *(HR)*

Community events and coverage

- CORE meetings
- Patriots Day ceremony
- Wyland turtle unveiling
- BSO Coffee with a Cop
- Service sign unveiling

Special events marketing support

- Dania After Dark: Oktoberfest Beerfest
    - Media results: WSVN, Deco Drive, WPLG and two Sun Sentinel articles
- Fall Festival
- Flea Market
- New recreational programs (English classes, Kreative Station, game nights)

City initiatives marketing support (external)

- New water meters and Eye on the Water *(multiple departments)*
- Community Grant Program *(Finance)*
- State of the City *(Mayor & Commission)*

City initiatives marketing support (internal)

- Eagle Eye
- Holiday card (2025)
- Birthday cards 2026

- Take Your Dog to Work Day
- Halloween event
- MLB and NHL experience events

Community Redevelopment Agency (CRA) initiatives

- PATCH: Continually producing and editing promotional communications and materials
    - Media result: Farmer's Market article in Sun Sentinel Weekender (10/9/2025)

Creative design and branding

- Regulatory signage for parks
- New city bus wrap design concepts
- Updated bus shelter graphics
- New street pole banners concepts
- New social media banners
- State of the City materials
- Kickball, tennis, flag football, youth basketball combine, English classes, junior chef, volleyball, Little Sea Stars and baseball (Parks & Recreation)

Digital, video and website

- PSAs for Oktoberfest
- FL City Week videos (SAFE, INSPIRE, ACTIVE and MOVE)
- Video banner for new website.
- Drafted the event script and coordinated logistics for the Mayor on the Move on C.W. Thomas Community Center. *(City Manager)*
- Updated post-storm recovery pages in compliance with Florida state legislation (*Community Development*).
- Launched website training sessions for all departmental website liaisons to ensure consistent content management.

ANALYTICS:

- Email campaigns: Past 30 Days: Two campaign average
    - Open Rate: 61.5%, Click-through Rate: 3%, Total contacts: 9,361
- Facebook: Reach, 46,738; Profile impressions, 150,067; New followers, 175; Followers, 11,562, Post engagement rate, 7.94%
- Instagram: Profile impressions, 566,196; Reach, 16,461; Page visits, 2.7K; New Followers, 944; Followers, 12,744; Post engagement rate, 4.37%
- X: Followers, 2,937; Post impressions, 309; Post engagement rate, 4.5%
- YouTube: Channel views, 2,140; Subscribers,649
- LinkedIn: Followers, 1,673; New Followers, 36
- Everbridge: Community subscribers: 5,484; Alert Dania Beach subcribers:262; Dania Events subscribers: 207
- Designs Created: 97

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: October 28, 2025

TO: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Fernando J. Rodriguez, Public Services Director *Fernando J Rodriguez*

CC: Sean Schutten, P.E., Deputy Director/City Engineer

RE: **PUBLIC SERVICES DEPARTMENT ACTIVITIES – September 24 to October 27, 2025**

Provided below is a summary of the main PSD project activities for roughly the past four weeks:

Departmental Staffing – Administration – The remaining Project Manager vacancy was filled in early October, bringing the Department to full staffing status.

City Hall Hardening Project – The hurricane/impact window component is well under way, with the installation of roughly 100 impact windows to begin in late September. This component of the project will significantly improve the safety and indoor environment of occupants (reduced noise and humidity) and better protect the building during periods of storm or hurricane force winds. The window work will be followed by the installation of the storm proof doors, with the entire project expected to be completed by the end of the year (weather permitting).

SW 34th Terrace Drainage Project – Work is progressing according to schedule, with approximately 40 percent of the overall construction completed to date. Substantial completion is anticipated by early December 2025, followed by final completion in January 2026.

Women's Club Historic Restoration –The pre-construction meeting was conducted in late October, with mobilization projected by mid-November. The project should be substantially completed by June 2026.

Ocean Park Restrooms – These new, fully updated restrooms on the north end of the park will replace the restrooms adjacent to the sand. The site plan was submitted on July 3rd and has gone through the first DRC review. Bidding and start of construction are expected within the first half 2026, and a completion time frame is expected in the February-March 2027.

FJR/fjr

\continued…

SE Drainage Project

- **Phase I:** Work has proceeded smoothly, with much of the infrastructure, including pipes and inlets, already completed. All 12 injection wells have been successfully installed the excavation and installation of the precast structures (including the Wet Well, Valve Vault, Inlet Structure, and Treatment Unit) were also successfully completed. Work is underway on the construction of the electrical equipment platform. and the work on the pump station is ongoing. Substantial completion is expected by mid-summer 2026.

- **Phase 2**: Construction commenced in September. Initial activities, including site clearing, and utility locating, have been completed. Trenching and installation of drainage pipes, inlets, and structures are progressing steadily along SE 4th Street and SE 4th Terrace. The drilling of the injection wells has also started and is currently underway. The overall project remains on track, with Substantial Completion anticipated for November 2026 and Final Completion expected by December 31st 2026.

Griffin Road/East Landscape Refurbishing – Work began in early October and is proceeding at good pace. The expectation is to have substantial completion by mid-January 2026.

GRANTS

FDOT- Highway Beautification Grant – The City formally accepted the grants and is working with FDOT and the consultants to finalize the project schedule. The Stirling Road median improvements was postponed until 2026.

House Appropriations Committee – Community Project Funding – The awarded amount of $1,000,000 for Lift Station No.12 rehabilitation will be a significant contribution to the project. The contractors will mobilize by October, provided that permits are awarded this month to begin this important work.

FDOT – NW 1st Street Streetscape Beautification – This streetscape beautification project is expected to start in the first quarter of 2026. Currently, Kimley Horn and Associates is revising the design to include drainage. We have submitted an extension request to June 2026, which is under review by FDOT.

CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)

MEMORANDUM

DATE: October 20th, 2025

TO: Ana M. Garcia, ICMA - CM, City Manager

FROM: Jason Tarala, Captain/Chief - Broward Sheriff's Office

RE: Dania Beach Monthly Memo to City Manager – September/ October 2025

Below are the monthly crime reports for part 1 crimes from 9/14/2025 to 10/18/2025:

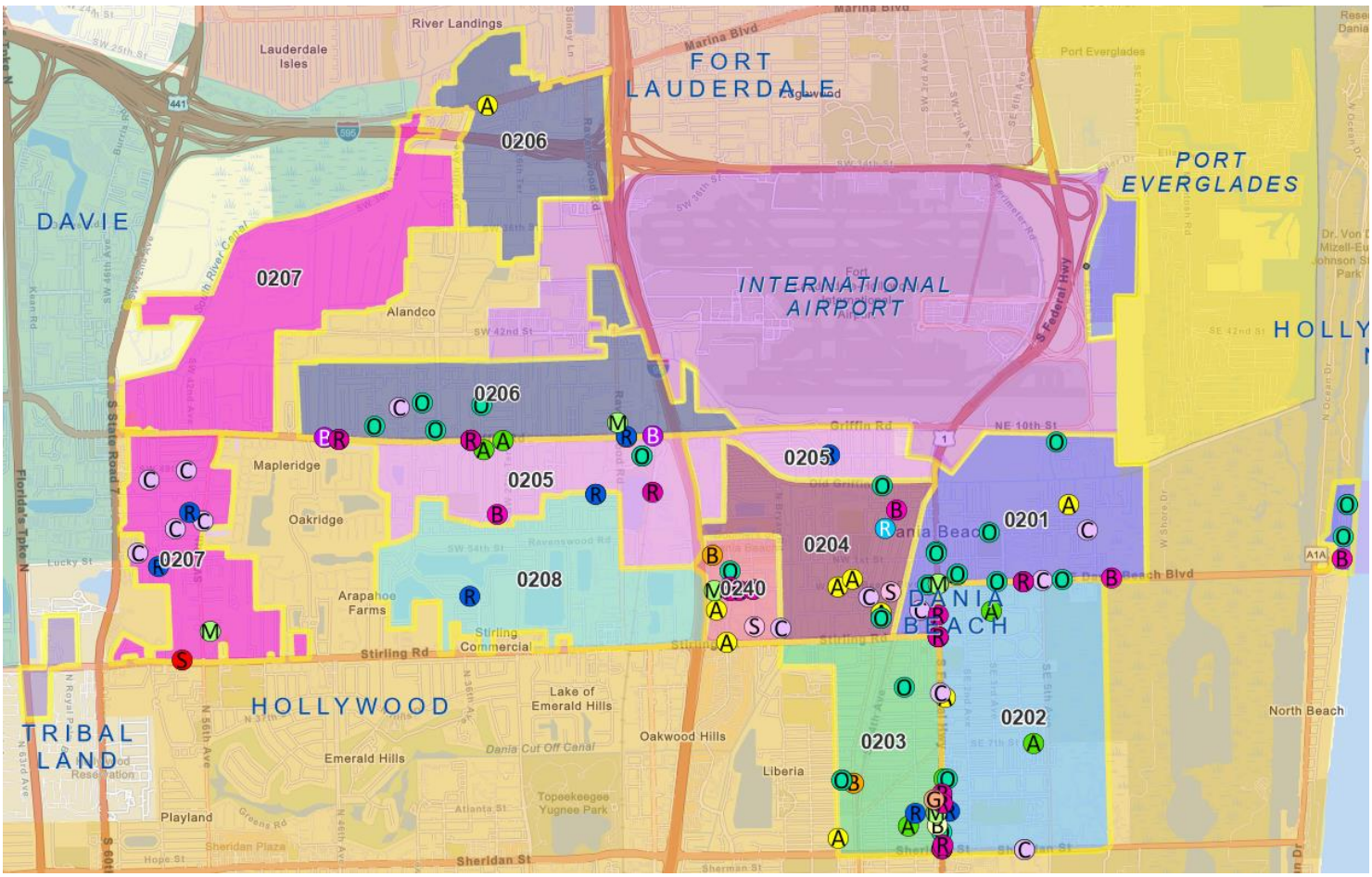
BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH

MONTHLY CRIME REPORT
9/14/2025 - 10/18/2025

Charge	0201	0202	0203	0204	0205	0206	0207	0208	0240	Grand Total
AGGRAVATED ASSAULT	3	1	3	3	1	1			2	14
AGGRAVATED BATTERY		1	1		1				1	4
AGGRAVATED STALKING							1			1
AUTO THEFT		3	3		2					8
BURGLARY BUILDING/STRUCTURE	2					1				3
BURGLARY BUSINESS						2				2
BURGLARY CONVEYANCE	4	1	1	2		1	5			14
BURGLARY RESIDENCE		1	1		1	1	2	3		9
ROBBERY			1	1						2
ROBBERY BY SUDDEN SNATCHING			1	2					1	4
SEXUAL BATTERY	2			1	1					4
THEFT - ALL OTHER	10	1	4	2	2	4			1	24
THEFT - BICYCLE			1							1
THEFT - MOTOR VEHICLE PARTS	1		1			1	2		1	6
THEFT - RETAIL / SHOPLIFTING	1	5	4		3	3			5	21
THEFT FROM BUILDING			1							1
Grand Total	**23**	**13**	**22**	**11**	**11**	**14**	**10**	**3**	**11**	**118**

Monthly Crime Report (118 Incidents)

- AGGRAVATED ASSAULT (14)
- AGGRAVATED BATTERY (4)
- AGGRAVATED STALKING (1)
- AUTO THEFT (8)
- BURGLARY BUSINESS (2)
- BURGLARY CONVEYANCE (14)
- BURGLARY RESIDENCE (9)
- ROBBERY (2)
- ROBBERY BY SUDDEN SNATCHING (4)
- SEXUAL BATTERY (4)
- THEFT - ALL OTHER (24)
- THEFT - BICYCLE (1)
- THEFT - MOTOR VEHICLE PARTS (6)
- THEFT - RETAIL / SHOPLIFTING (21)
- THEFT FROM BUILDING (1)
- <all other values> (3)



Notable Increases/Decreases

When compared to the previous report:

- Part 1 crimes **increased by 14.6%** over the past four weeks
- Auto thefts **decreased by 33%**
- Burglaries **increased by 33%**
- Theft incidents **increased by 8%**

Total Arrests

9/14/2025 – 10/18/2025
195

- 167 arrests made by Road Patrol
- 18 arrests made by the Crime Suppression Team
- 10 arrests made by Criminal Investigations

Notable Arrests/Initiatives

- Regarding the "Storage Unit Burglar", detectives continue to file additional charges against him, as he was recently connected to the theft of $20,000 worth of construction equipment.
- A victim's girlfriend stole about $25,000 worth of jewelry from his home. While on routine patrol, road patrol deputies recognized the suspect at Publix, and she was taken into custody. All thieved jewelry was safely returned to the victim.
- The victim's wallet was stolen and used to make several unauthorized purchases. After filing the initial report, the victim updated dispatch that the card was recently used at a Dania Beach hotel. Road patrol deputies immediately responded to the address and arrested both suspects. The victim's wallet, ID, and credit cards were all recovered and returned.
- An arrest warrant was issued for a suspect accused of stealing from numerous Bass Pro Shops throughout South Florida.
- Charges were filed against a local handyman posing as a licensed general contractor. He stole over $80,000 from the elderly victim, who was trying to update her home to accommodate her disabilities.
- Charges were filed against numerous suspects for various retails thefts in Dania Pointe, including Sephora, Ulta, and the Nike Clearance Store.

Proactive Enforcement

Overall, 18 arrests were made by the Crime Suppression Team (CST), including 12 felony arrests.

Detectives assisted Palm Beach Sheriff's Office and Hollywood Police Dept. with tracking a violent suspect, wanted for additional charges. While tracking the suspect, he placed a call to 911, reporting an active shooter nearby, attempting to distract detectives. The investigation is ongoing, and an arrest warrant has been obtained for the suspect.

CST and CI detectives worked together to build a case against a violent suspect that stalked his ex-girlfriend and vandalized her vehicle. Felony charges have been filed.

Additionally, CST detectives served 6 risk protection orders and arrested multiple suspects with outstanding warrants for aggravated assault, battery, and trespassing. Crack cocaine, MDMA, and one firearm were also recovered during their investigations.

CST continues to dedicate time to patrolling the Dania Beach parks and assisting road patrol deputies with apprehending domestic violence offenders.

Motors/Commercial Vehicle Enforcement

- Between Dania Beach motormen and road patrol deputies, **508** warnings and citations were issued during the last four weeks. This is almost double what was issued the previous month.
- Motor Unit deputies continued to focus on school zone safety to ensure the public is adhering to posted speed limits. Deputies received a compliant about vehicles not yielding the right of way to pedestrians at Olsen Middle School. Deputies are actively patrolling around the school and surveilling nearby crosswalks, so that enforcement action can be taken when necessary.
- Deputies concluded their special enforcement relating to railroad crossing safety (Tri-Rail and Brightline) and commercial vehicles, particularly dump trucks. Both events were highly successful and resulted in more educated drivers and countless tickets.
- License plate readers, SkyWatch towers, and message boards are deployed. The speed trailer is deployed on SW 40th Ave, and recently, no speeding complaints have been received.

Homeless Outreach Team (HOT)

- A new pilot program was recently launched, providing Homeless Outreach deputies with direct access to mental health experts and clinicians. So far, clinicians are available on Thursdays and Saturdays to help HOT deputies.

- Deputies assisted a property manager with boarding up a vacant residence. While on scene, two homeless women were located inside and arrested for trespassing. Once in custody, the residence was cleared, secured, and signage added to prevent future break-ins.
- Dispatch received numerous calls for service from surrounding neighbors concerned about a vacant residence. The complaints related to assault, burglary, and trespassing. HOT deputies followed up and learned that the homeowner passed away earlier this year. The person occupying the home now is a potential squatter, claiming the home was willed to him. He was unable to provide any documentation. The squatter has been renting out rooms, resulting in the unusual call volume. Deputies tried to contact family or friends but were unsuccessful. Dania Beach Code Enforcement is now involved, along with the attorney handling the deceased owner's probate case and they are seeking an emergency judge's order to force the occupants to vacate.
- Two encampments were located during routine patrols, one which was located on City property. Occupants were removed and deputies are working with City personnel to coordinate clean up.
- Deputies are continuing to patrol City Hall, Frost Park, Chester Byrd Park, Meadowbrook Square Plaza (Ideal Mall), and Ocean Park Beach.
- In total, HOT deputies conducted 90 area checks and documented contact with 13 people.

Neighborhood Support Team (NST)

Follow-Up/Directives/Initiatives

Emergency Evacuation Drill – **September 16, 2025** – NST Unit coordinated with Academy at Griffin Harbor to conduct a safety evacuation drill for pre-schooled aged children. The drill consisted of the children leaving the school entirely and getting to another safe location.

Operation Medicine Cabinet/Shred-A-Thon – September 20, 2025 – NST Unit held an OMC/Shred-A-Thon at Bass Pro Shops. Attendees were able to drop off unwanted/unused medication and sensitive documents to be safely disposed of.

Official Turtle Unveiling – September 30, 2025 – NST Unit attended the historic unveiling of the Turtle Sculpture by renowned marine artist, Robert Wyland.

Coffee with a Cop – **October 1, 2025** – NST hosted National Coffee with a Cop Day, at a local coffee house on Griffin Road. The event is geared at providing law-enforcement & residents an opportunity to connect on a more personable level.

National Walk to School Day – **October 8, 2025** – NST participated in "National Walk to School Day" at Collins Elementary School. Parents and students were greeted by law enforcement as they walked/arrived at school. They were also provided informational pamphlets for bike/walk safety tips and Halloween safety tips.

Dania Beach Chamber Breast Cancer Awareness Luncheon – **October 8, 2025** – NST attended the annual Breast Cancer Awareness Luncheon, which recognizes residents that are breast cancer survivors.

Meetings Zoom/In Person

- **September 18, 2025 –** College Gardens HOA – 6:30pm
- **September 22, 2025 –** Fall Festival Meeting **–** 3:00pm
- **September 24, 2025 –** South Florida Crime Prevention Meeting – 10:30am
- **September 25, 2025 –** Dania Beach Safety Committee Meeting – 1:00pm
- **October 7, 2025 –** Taste of the Town – Dairy Belle – 1:00pm
- **October 9, 2025 –** Dania Beach C.O.P. Meeting – 5:00pm
- **October 15, 2025 –** Drowning Task Force Prevention Meeting – 9:30am
- **October 16, 2025 –** College Gardens HOA – 6:30pm

BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
9/14/2025 – 10/18/2025

THERE WERE A TOTAL OF 241 CALLS FOR SERVICE FOR 240 ZONE WITHIN THE LAST FOUR WEEKS.

Calls for Service - 240 Zone	Total
03-HIT & RUN	4
04-ACCIDENT-MINOR	8
04I-ACCIDENT WITH INJURIES	1
09-STOLEN TAG	1
10-50 TRAFFIC STOP	8
12-RECKLESS DRIVER	1
13I-SUSPICIOUS INCIDENT/PACKAGE	11
13P-SUSPICIOUS PERSON	4
14-INFORMATION	11
16C-CHILD/ELDERLY ABUSE CPIS/DCF	3
18-FELONY WARRANT	1
20-MENTALLY ILL PERSON	1
22-DISTURBANCE/NUISANCE	6
22N-DISTURBANCE-NOISE COMPLAINT	8
25EV-ELEVATOR RESCUE	1
30-LARCENY	7
31-ASSAULT	3
37-DISTURBANCE JUVENILE	1
38-DOMESTIC DISTURBANCE	2
38V-DOMESTIC DISTURBANCE VERBAL	2
41SA-ROBBERY-PERSONAL/BUSINESS	1
49A-AUDIBLE/INTRUSION ALARM	28
49S-SILENT ALARM	2
51-TRESPASSING	8
53-EMBEZZLEMENT-FRAUD	1
66-CIVIL MATTER/CUSTODY ISSUE	3
67PO-MEDICAL-UNCONSCIOUS/FAINTING	3
67UM-MEDICAL-UNKNOWN MEDICAL	1
68-POLICE SERVICE CALL	69
72-LOST/FOUND PROPERTY	2
73-TRAFFIC/PARKING COMPLAINT	5
74-RECALL	6
76-AOA (ASSIST OTHER AGENCY)	10
911 HANG UP/DROP OFF	17
COMMERCIAL STRUCTURE FIRE ALARM	1
Grand Total	**241**

THERE WERE A TOTAL OF 11 PART 1 CRIMES FOR 240 ZONE WITHIN THE LAST FOUR WEEKS.

Part 1 Crimes - 240 Zone	Total
AGGRAVATED ASSAULT	2
AGGRAVATED BATTERY	1
ROBBERY BY SUDDEN SNATCHING	1
THEFT - ALL OTHER	1
THEFT - MOTOR VEHICLE PARTS	1
THEFT - RETAIL / SHOPLIFTING	5
Grand Total	**11**

THERE WERE A TOTAL OF 53 NOISE COMPLAINTS FOR ALL ZONES WITHIN THE LAST FOUR WEEKS.

Date & Time	Address	Apt	Zone
9/21/2025 21:33	1101 W DANIA BEACH BLVD	104	0204
9/17/2025 23:29	120 N COMPASS WAY	832	0240
9/26/2025 20:21	120 N COMPASS WAY	728	0240
9/29/2025 4:55	120 N COMPASS WAY	832	0240
10/1/2025 15:05	120 N COMPASS WAY	728	0240
9/25/2025 23:47	120 N COMPASS WAY		0240
9/28/2025 9:37	121 N COMPASS WAY		0240
10/8/2025 23:12	121 N COMPASS WAY		0240
10/18/2025 21:52	121 N COMPASS WAY	320	0240
10/18/2025 2:08	150 S BRYAN RD	333	0204
10/15/2025 23:11	150 S BRYAN RD	132	0204
9/18/2025 21:58	151 N BEACH RD		0201
10/3/2025 6:45	151 NE 1ST ST		0201
10/12/2025 9:47	151 NE 1ST ST		0201
9/20/2025 0:42	1554 S FEDERAL HWY		0203
9/29/2025 0:11	2110 SW 51ST CT		0208
10/6/2025 23:34	216 SE 6TH ST		0202
9/14/2025 0:23	231 SW 8TH ST		0203
10/14/2025 5:50	232 NW 14TH WAY		0204
10/1/2025 22:49	232 NW 14TH WAY		0204
10/5/2025 0:07	238 SW 1ST CT		0203
10/18/2025 20:45	255 SW 9TH ST		0203
10/8/2025 0:29	27 SE 11TH ST		0202
9/27/2025 22:42	2797 SW 47TH ST		0206
10/11/2025 19:24	2797 SW 47TH ST		0206
9/27/2025 22:52	3001 LAKESHORE DR		0208
9/20/2025 5:27	321 SHERIDAN ST		0202
10/4/2025 19:09	341 GRIFFIN RD		0205
10/16/2025 20:54	341 SHERIDAN ST		0202
9/27/2025 0:01	37 SW 14TH ST	9	0203
9/26/2025 21:30	399 SHERIDAN ST	310	0202
10/11/2025 4:21	4111 STIRLING RD		0207
9/20/2025 1:41	422 SE 3RD TER		0202
10/13/2025 17:51	4424 SW 49TH CT		0207
9/27/2025 20:17	4425 SW 50TH ST		0207
10/12/2025 20:16	4501 SW 42ND AV		0207
9/22/2025 1:34	4648 SW 24TH AV		0206

9/22/2025 4:08	4776 SW 23RD TER		0206
10/2/2025 16:47	4829 SW 29TH TER		0205
9/27/2025 9:56	4909 SW 31ST TER		0205
9/27/2025 15:40	4909 SW 31ST TER		0205
10/5/2025 0:49	550 SE 13TH ST	203	0202
10/18/2025 20:53	60 SW 15TH ST		0203
9/14/2025 0:28	600 E DANIA BEACH BLVD	515	0202
9/29/2025 3:35	600 E DANIA BEACH BLVD	515	0202
10/16/2025 23:51	601 E DANIA BEACH BLVD	1001	0201
9/28/2025 23:09	610 NE 2ND PL		0201
9/23/2025 23:57	640 SE 13TH ST	208	0202
10/18/2025 1:08	640 SE 13TH ST	208	0202
10/4/2025 21:40	721 SW 3RD PL		0203
10/12/2025 14:38	733 SW 3RD ST		0203
9/20/2025 6:37	840 W DANIA BEACH BLVD	401	0204
9/28/2025 0:15	840 W DANIA BEACH BLVD	401	0204

CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)
EXTERNAL MEMORANDUM

DATE: **October 20, 2025**

TO: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Sergio Pellecer, District Fire Chief

RE: **Dania Beach Memo to City Manager**

Please see the requested information below concerning the September 1, 2025, through September 30, 2025, of the meetings and day to day operations for the BSO Fire Rescue and Emergency Service in Dania Beach:

- Daily morning BSO conference calls – Department Head direction for the day.
- Daily monitoring of Fire Stations and personnel safety – Review Calls and Operations.
- Coffee with the District Chief – Tabletop talk with Station 1-17 crews.
- Agenda reviews team conference calls.
- Agenda reviews with Commissioners.
- Dania Beach Commission Meeting
- BSO Ops Conference call with District Chiefs – Daily morning operations review.
- Fire Station #1 Hardening Grant –The City Team continues to work on Roof and Generator is at the plans review process, extensions for grants filed – This is still on going as of 09/30/2025. Project to be completed by December 31, 2026
- Fire Truck (Quint 17 FRES2265) our ladder truck is being refurbished at Georgia Ten8 facility. Expected completion December 2025, to be back in service January 2026. Our fleet manager completed the onsite inspection with great comments "Truck Looks Brand-new".
- Department of Transportation Meeting to set up Multi jurisdiction training – Hosted at FS17
- CORE Conversations with Team – September 11, 2025
- Senior's meeting IT Parker – September 4, 2025
- Bi-Annual Fire Drills City Hall, Public works, City Parks
- Fire Stations Safety Inspections Station 1 and 17

CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)
EXTERNAL MEMORANDUM

- September 11th 4th Annual Commemoration
- Fire Station 17 / City Hall – Stanley Cup Visit
- Wyland Sculpture Unveiling
- Annual Fitness Assessment

Training during this period –

- Coffee Break / Kitchen Table talk with crews at Fire Station 1 and 17
- Engine and Rescue Company training – Back to Basics Continued
- Pre-Fire plans by Station 1 and 17
- Hydrant Maintenance Station 1 and 17
- Quint 17 – Annual Shred-A-Thon Participation
- All Units New Radio Training
- All Units off going Bunker Gear Cleaning – Biannual
- Officer Development Course for Lieutenants

Fire Rescue Unit Training

- EMS 17 – Trauma Patient Reunion
- EMS Company Training – Complete all Rescue Protocol Training and Vector Solutions
- EMS Company Training – Acute Coronary Occlusion Training

CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)
EXTERNAL MEMORANDUM

Community Outreach & Life Safety Educator September 2025 Activities

Date Event Attendance Age

09/06/25	Car Seat safety Check -Up Event	12	18+	LSE DW LSE JB
09/10/25	Fall Prevention-Seniors PJ Meli	20	55+	LSE DW
09/11/25	Station 1: 911 Tribute	75	Varied	LSE DW
09/12/25	CPR Certification-Dan Marino Foundation #1	15	18+	LSE DW
08/16/25	Pop-Up Information Session-Hurricane Preparedness	25	Varied	LSE DW
	Total:	**147**		

08/2025 **Car Seat Checks** **03** **Adult**

	Continued Education & Community Collaboration
09/10/25	Car fit Event Coordinator Training and Refresher Course
09/16/25	Broward County Fire Prevention Subcommittee Meeting
09/18/25	Dania Beach Elementary Principal and SRO Meting
09/22/25	Fall Festival Meeting and Planning
09/23-26/25	Instructor for Car Seat Technician Class

CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)
EXTERNAL MEMORANDUM

Fire Mashal
September 2025 Activities

	Dania Beach
Plans Reviewed	55
Annuals	89
BTRs	15
No Access	58
Vacant	16
Complaint	1
1st Reinspection	4
2nd Reinspection	0
3rd (or more) Reinspection	0
Permit Inspections	40
Total Inspections	183
FY Annuals % Complete	100%

Fires

August 2025

Alarm Date	Incident Number Street	Address Location
09/12/2025 07:32 PM	FDN25091200005780	1065 SE 6TH Avenue
09/16/2025 04:51 PM	FDN25091600005868	5140 Southwest 40TH Avenue #3B
09/23/2025 10:56 AM	FDN25092300006022	1505 Southwest 12TH Avenue #4

CITY OF DANIA BEACH
FINANCE DEPARTMENT

MEMORANDUM

TO: Ana M. Garcia, ICMA-CM, City Manager.

FROM: Megan Jelaso ,Revenue Accountant

DATE: October 20, 2025

SUBJECT: Finance Monthly Report – September 2025

Please find attached the monthly Finance report. Highlights of the report include the following:

Revenues

- Building Fund Revenues
- Pier Revenue
- Beach Parking Revenue
- Marina Revenues
- Commercial Solid Waste Hauler Franchise Fees

Capital Projects

- Master Capital projects Schedule to include Grants

Information Technology

- Online Credit Card Payments
- Beach Camera Views
- Website Visits by Device
- Commission Meeting Views
- Number of Citywide Phone Calls
- Number of E-Bill Users by Month
- Kiosk collections

Business Tax Receipt Activity

- Out of Business/Inactive
- New Applications

Utility Reports

- Delinquency Report
- Meter Replacement Reports
- Aging Report

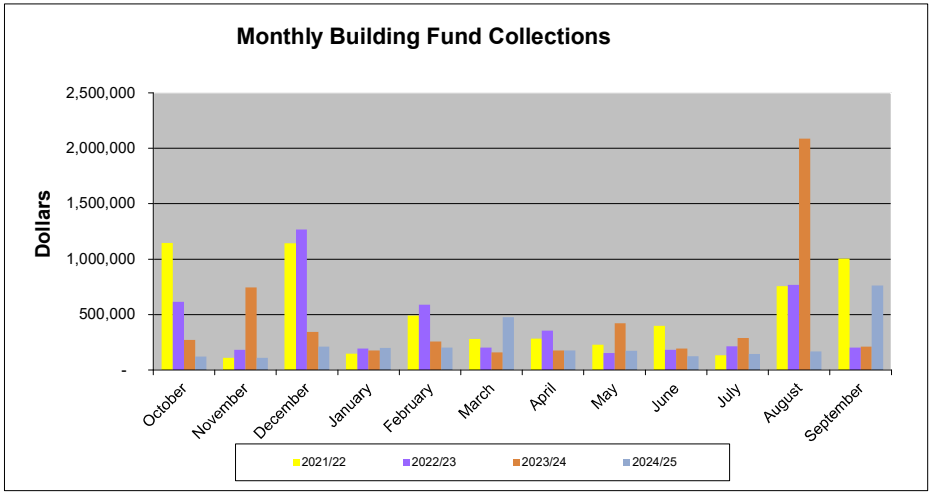
Contingency and Fund Balance Estimate

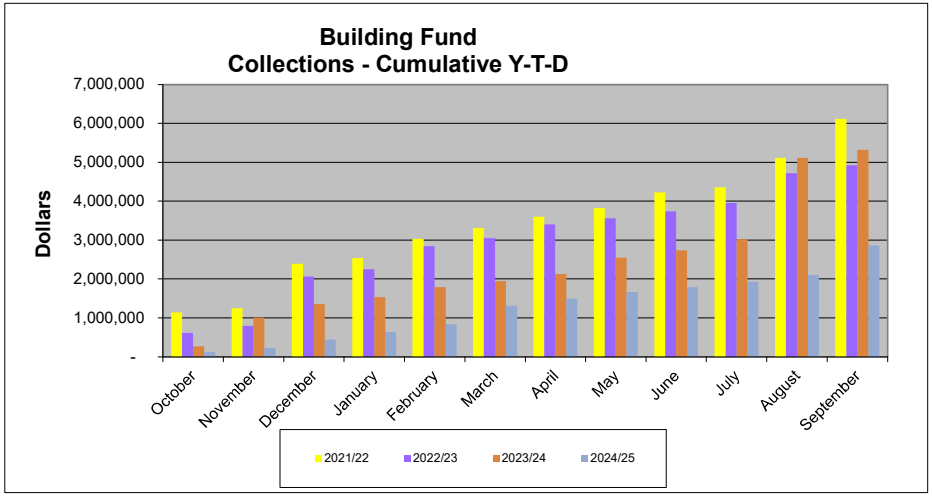
Building Fund Collections

Monthly	2021/22	2022/23	2023/24	2024/25
October	1,144,624	613,610	272,140	120,615
November	107,616	183,413	742,357	110,166
December	1,142,811	1,267,607	343,469	210,595
January	146,194	193,243	175,715	198,574
February	490,813	588,953	258,034	203,711
March	281,847	202,690	159,520	476,218
April	283,429	356,512	175,277	176,349
May	226,093	153,965	421,096	171,643
June	399,287	181,738	191,611	123,451
July	132,426	212,528	288,360	142,639
August	755,979	767,780	2,087,847	167,242
September	1,003,182	202,415	209,254	761,728
Total	6,114,301	4,924,453	5,324,681	2,862,930

Cumulative	2021/22	2022/23	2023/24	2024/25
October	1,144,624	613,610	272,140	120,615
November	1,252,240	797,023	1,014,498	230,781
December	2,395,051	2,064,630	1,357,967	441,376
January	2,541,246	2,257,873	1,533,681	639,950
February	3,032,058	2,846,825	1,791,716	843,661
March	3,313,906	3,049,515	1,951,236	1,319,879
April	3,597,334	3,406,027	2,126,512	1,496,228
May	3,823,427	3,559,992	2,547,608	1,667,870
June	4,222,715	3,741,730	2,739,219	1,791,321
July	4,355,140	3,954,258	3,027,579	1,933,960
August	5,111,119	4,722,038	5,115,426	2,101,202
September	6,114,301	4,924,453	5,324,681	2,862,930
Annual Goal	**4,741,977**	**4,868,000**	**5,191,000**	**6,159,224**

Building Fund - thru September 2025



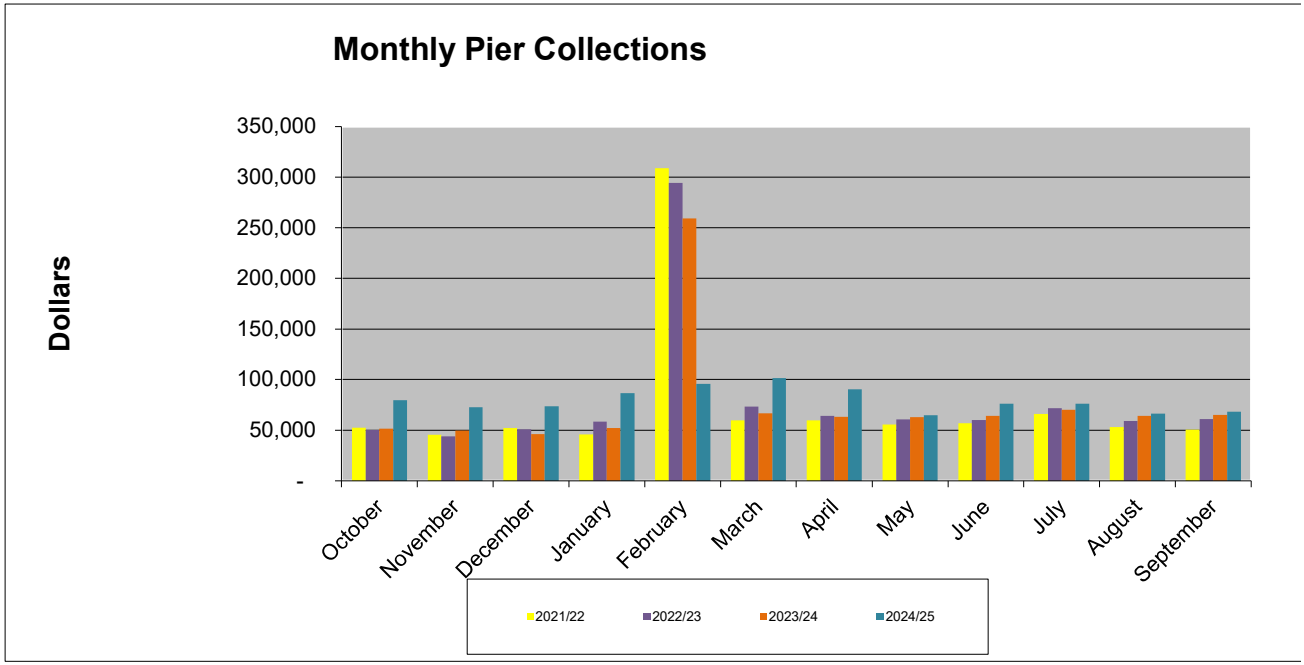


Pier Revenues

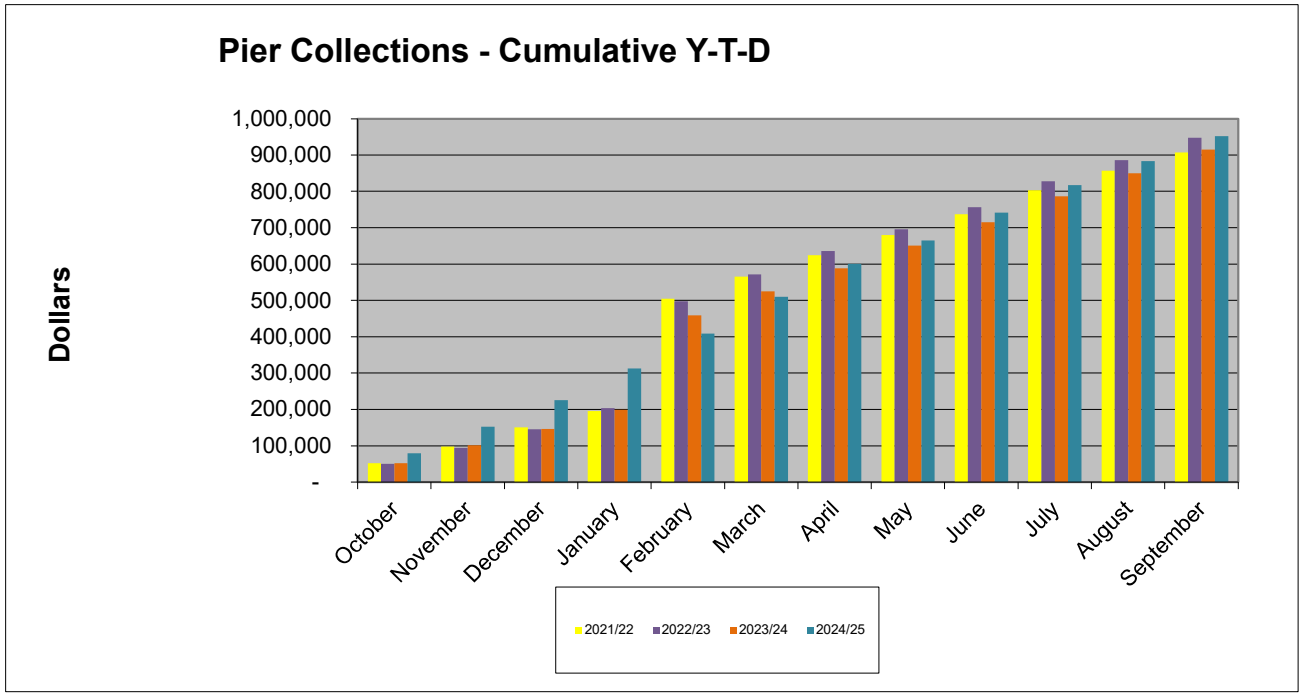
Pier Revenues - thru September 2025

Monthly	2021/22	2022/23	2023/24	2024/25
October	52,575	50,313	51,495	79,614
November	45,411	43,917	49,561	72,745
December	52,271	50,942	45,928	73,627
January	45,906	58,345	52,190	86,644
February	308,830	294,357	259,466	95,845
March	59,863	73,487	66,698	101,540
April	59,852	63,945	63,244	90,201
May	55,621	60,688	62,991	64,881
June	56,858	60,003	64,114	76,113
July	66,152	71,604	70,205	76,082
August	52,975	58,871	64,092	66,383
September	50,426	60,849	65,294	68,310
Total	906,740	947,320	915,279	951,986

Balance includes true-up for the annual rent of the Quarterdeck based on the lease agreement.



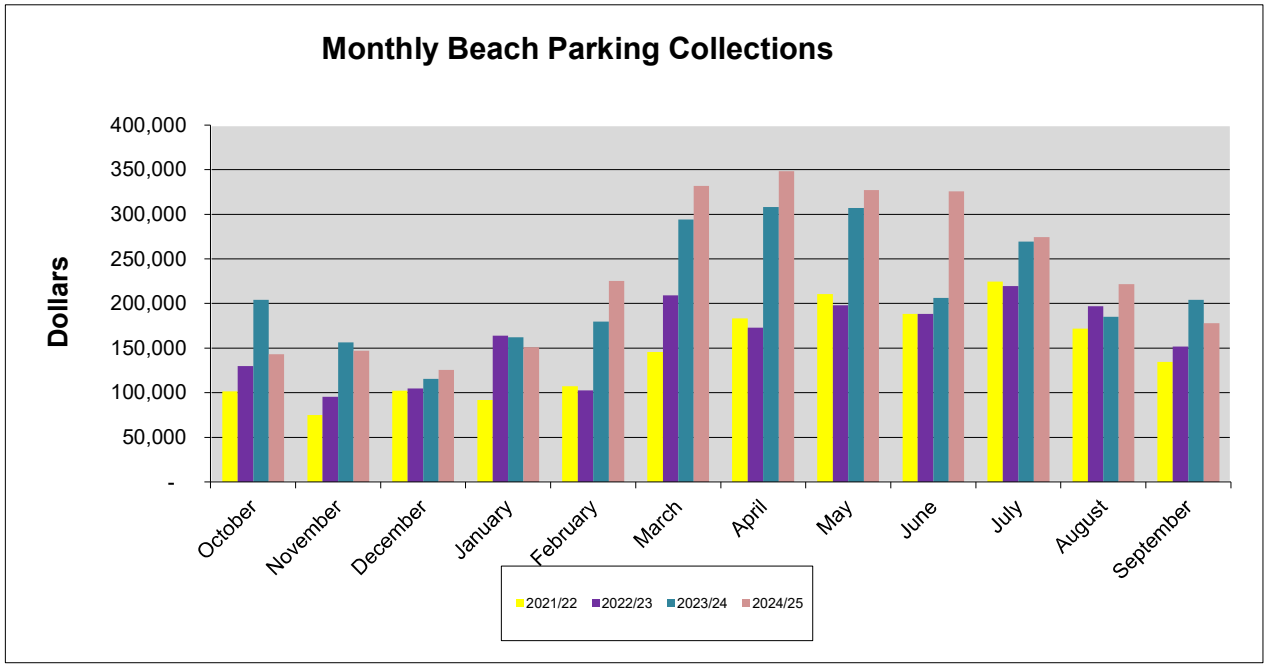
Cumulative	2021/22	2022/23	2023/24	2024/25
October	52,575	50,313	51,495	79,614
November	97,986	94,229	101,056	152,359
December	150,257	145,171	146,984	225,986
January	196,163	203,516	199,174	312,631
February	504,993	497,873	458,640	408,476
March	564,856	571,360	525,338	510,017
April	624,708	635,305	588,583	600,218
May	680,329	695,993	651,574	665,099
June	737,187	755,996	715,688	741,212
July	803,339	827,600	785,894	817,293
August	856,314	886,471	849,985	883,676
September	906,740	947,320	915,279	951,986
Annual Budget Goal	**844,816**	**937,301**	**942,488**	**925,209**



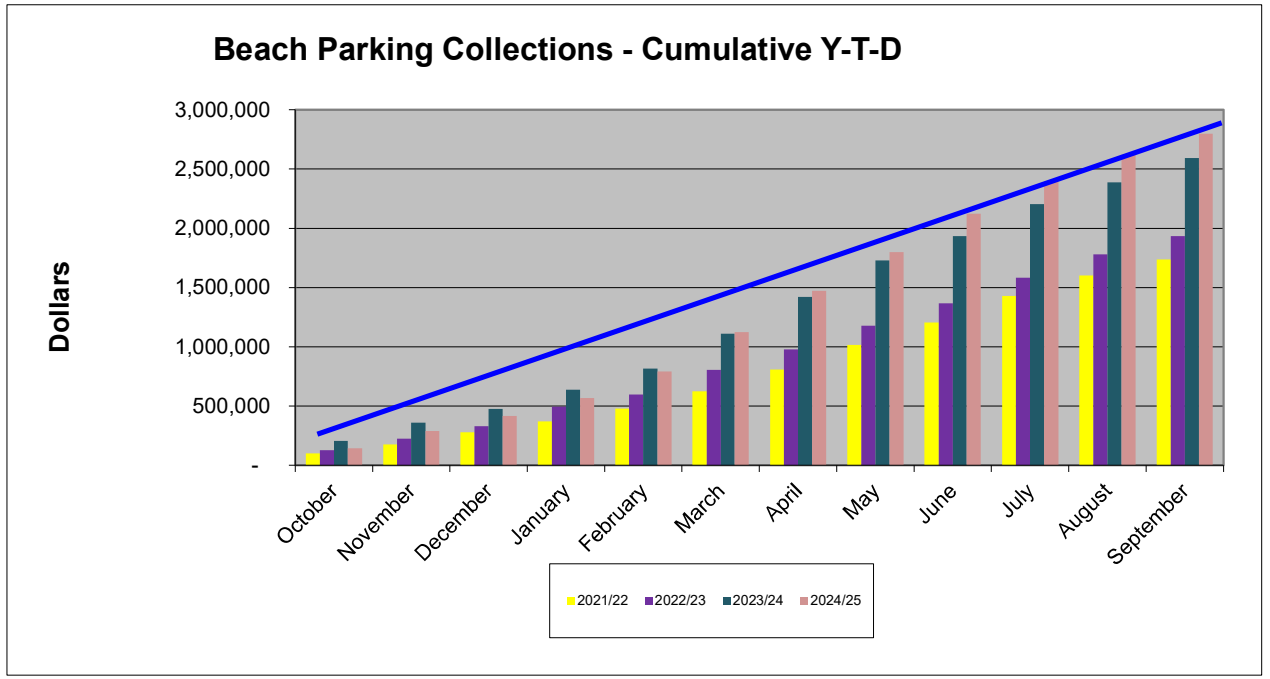
Parking Fee Collections

Monthly	2021/22	2022/23	2023/24	2024/25
October	101,582	130,026	203,967	143,031
November	75,146	95,694	156,460	146,923
December	102,321	104,713	115,640	125,726
January	91,751	164,030	162,393	150,948
February	107,375	102,648	179,664	225,332
March	145,848	209,333	294,283	331,752
April	183,397	172,853	308,344	348,327
May	210,704	197,957	307,252	327,250
June	188,603	188,603	206,128	325,726
July	224,411	219,627	269,299	274,561
August	171,951	197,119	185,189	221,655
September	134,616	151,776	204,001	178,180
Total	1,737,704	1,934,380	2,592,620	2,799,412

Beach Parking - thru September 2025



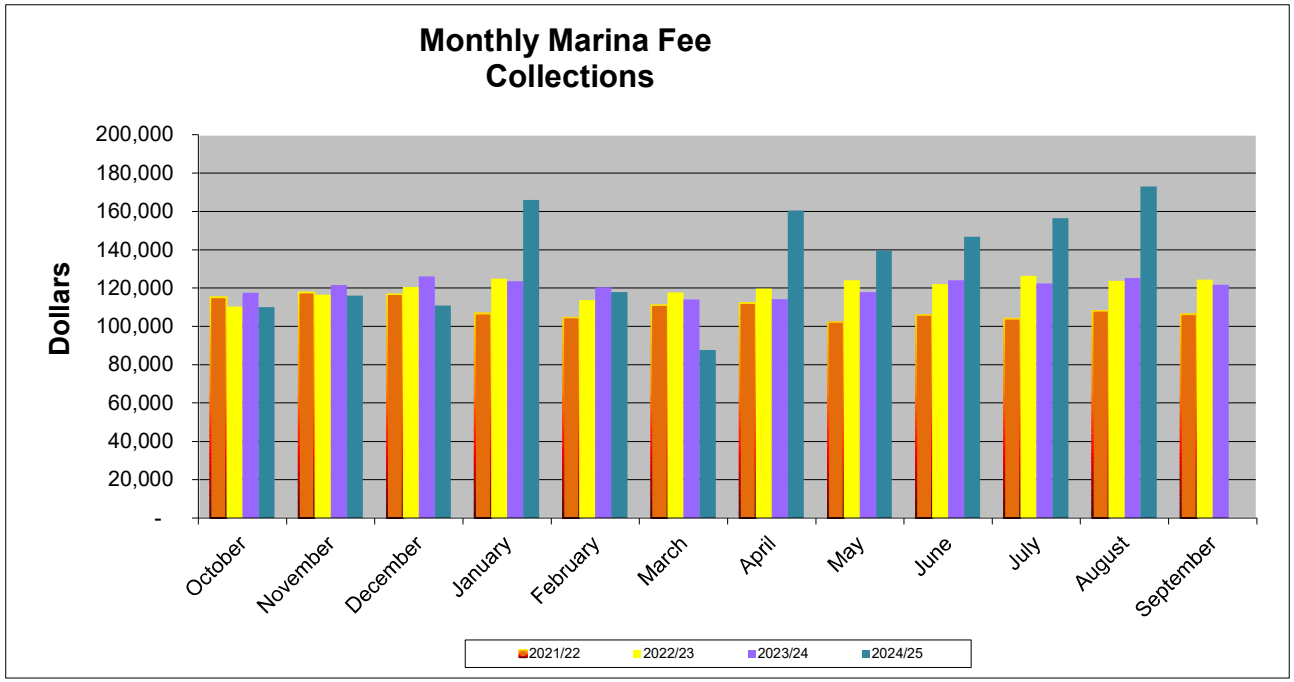
Cumulative	2021/22	2022/23	2023/24	2024/25
October	101,582	130,026	203,967	143,031
November	176,728	225,720	360,427	289,954
December	279,049	330,433	476,068	415,680
January	370,800	494,463	638,460	566,629
February	478,175	597,111	818,125	791,961
March	624,023	806,444	1,112,407	1,123,713
April	807,420	979,297	1,420,751	1,472,041
May	1,018,123	1,177,255	1,728,003	1,799,291
June	1,206,726	1,365,857	1,934,131	2,125,016
July	1,431,138	1,585,485	2,203,430	2,399,578
August	1,603,088	1,782,604	2,388,619	2,621,233
September	1,737,704	1,934,380	2,592,620	2,799,412
Annual Budget Goal	**1,347,086**	**1,558,354**	**1,800,000**	**2,500,000**



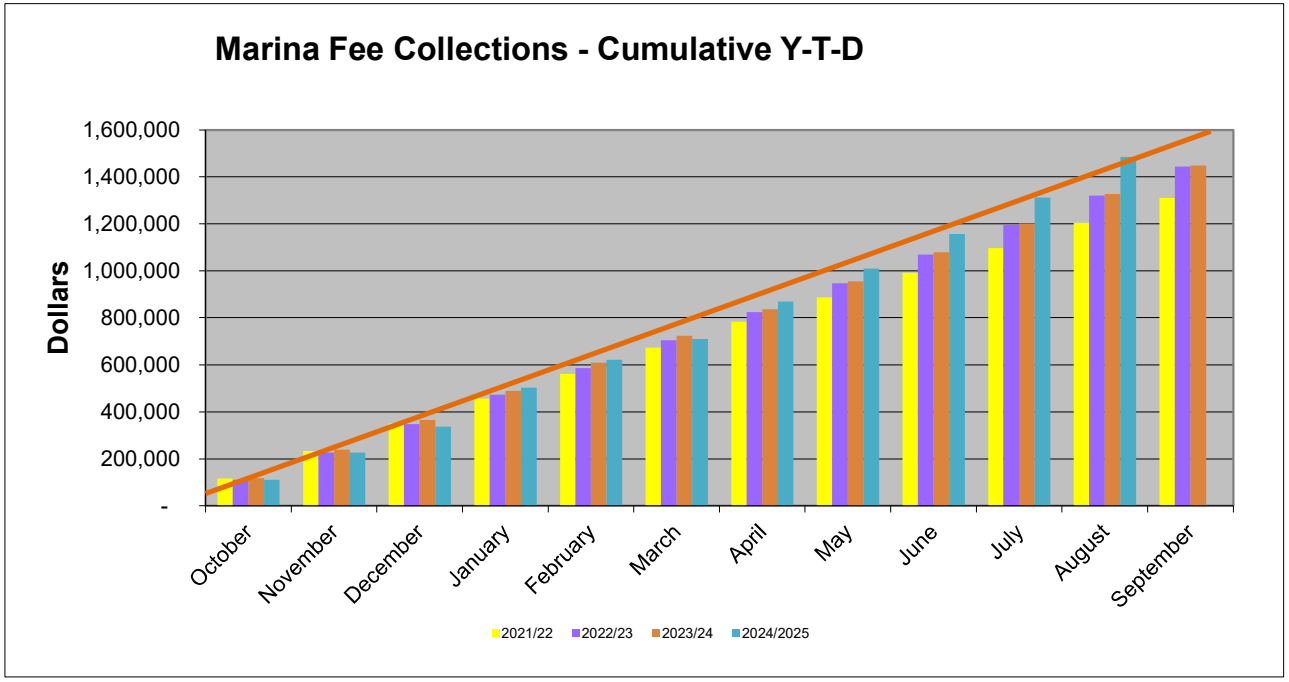
Marina Fee Collections

Monthly	2021/22	2022/23	2023/24	2024/25
October	115,264	110,239	117,540	110,024
November	117,663	116,542	121,509	116,103
December	116,830	120,621	126,034	110,921
January	106,673	124,885	123,519	165,987
February	104,605	113,849	120,277	117,936
March	111,125	117,710	114,070	87,682
April	112,170	119,728	114,246	160,478
May	102,373	124,138	117,832	139,718
June	106,001	122,027	124,132	146,813
July	104,000	126,485	122,421	156,561
August	108,096	123,889	125,237	173,057
September	106,418	124,369	121,769	
Total	1,311,218	1,444,481	1,448,584	1,485,278

Marina Fees - thru September 2025



Cumulative	2021/22	2022/23	2023/24	2024/25
October	115,264	110,239	117,540	110,024
November	232,927	226,781	239,049	226,127
December	349,758	347,402	365,082	337,048
January	456,431	472,287	488,602	503,035
February	561,036	586,135	608,878	620,970
March	672,161	703,845	722,948	708,652
April	784,330	823,574	837,194	869,130
May	886,703	947,711	955,026	1,008,847
June	992,704	1,069,738	1,079,158	1,155,660
July	1,096,704	1,196,223	1,201,579	1,312,221
August	1,204,800	1,320,112	1,326,815	1,485,278
September	1,311,218	1,444,481	1,448,584	
Budget Goal	**1,290,768**	**1,339,555**	**1,398,942**	**1,655,620**



City of Dania Beach
Commercial Solid Waste Report FY 2024-2025
Payments Received

Annual Budget $ 1,095,000.00

Waste Hauler

	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC	Tropical Sanitation Inc	Up-Waste LLC	General Fund	
Permit Application Fee	75.00	75.00		-	75.00	75.00	75.00	-	150.00		
Annual Permit Fee	1,000.00	1,000.00		-	1,000.00	1,000.00	1,000.00	-	500.00	Monthly Activity	
Monthly Franchise											
Oct	$ -	$ 35,091.25	$ 9,383.63	-	$ 1,715.74	$ -	$ 9,686.41	-		$ 55,877.03	
Nov	$ 6,577.06	$ 35,229.82	$ 11,163.01	-	$ 1,474.14	$ 5,681.23	$ 9,988.33	-		70,113.59	
Dec	$ 3,175.51	$ 34,742.21	$ 10,021.23	-	$ 1,519.15	$ 6,378.93	$ 7,678.71	-		63,515.74	
Jan	$ -	$ 37,108.84	$ 10,569.28	-	$ 1,359.45	$ -	$ 5,452.87	-		54,490.44	
Feb	$ 6,531.41	$ 35,456.19	$ 11,477.32	-	$ 1,808.55	$ 2,546.17	$ 7,965.12	-		65,784.76	
Mar	$ 3,179.99	$ 37,896.94	$ 10,642.19	-	$ 1,100.49	$ -	$ 7,532.53	-		60,352.14	
Apr	$ 3,417.19	$ 37,649.06	$ 11,598.40	-	$ 1,583.86	$ 5,269.77	$ 8,364.93	-		67,883.21	
May	$ 3,374.04	$ 38,242.06	$ 11,665.71	-	$ 1,511.37	$ -	$ 9,028.87	-		63,822.05	
Jun	$ 3,255.02	$ 39,362.67	$ 9,365.23	-	$ 1,727.05	$ 3,232.57	$ 8,055.43	-		64,997.97	*Plus $487.50 from new applicant fees
Jul	$ -	$ 38,735.20	$ 8,656.41	-	$ 1,454.65	$ 2,424.94	$ 7,021.02	-		58,292.22	
Aug	$ 3,243.53	$ 37,858.46	$ 9,632.33	-	$ 1,508.65	$ -	$ 8,218.36	-		60,461.33	
Sep	$ 3,308.50	$ 148,002.54	$ 23,236.48	-	$ 1,581.31	$ 4,042.73	$ 8,470.20	-		188,641.76	
Total Mo. Franchise	$ 36,062.25	$ 555,375.24	$ 137,411.22	$ -	$ 18,344.41	$ 29,576.34	$ 97,462.78		$ -	$ 685,590.48	

	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Repucblic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC	Tropical Sanitation Inc	Up-Waste LLC	Solid Waste Fund	
Monthly Franchise											
Oct	-	$ 11,697.08	$ 3,127.88	-	$ 571.91	-	$ 3,228.81	-		$ 18,625.68	
Nov	$ 2,192.36	$ 11,743.27	$ 3,721.00	-	$ 491.38	$ 1,893.74	$ 3,329.45	-		$ 23,371.20	
Dec	$ 1,058.50	$ 11,580.74	$ 3,340.41	-	$ 506.38	$ 2,126.31	$ 2,559.57	-		$ 21,171.91	
Jan	$ -	$ 12,369.61	$ 3,523.09	-	$ 453.15	-	$ 1,817.63	-		$ 18,163.48	
Feb	$ 2,177.14	$ 11,818.73	$ 3,825.78	-	$ 602.85	$ 848.73	$ 2,655.04	-		$ 21,928.27	
Mar	$ 1,060.00	$ 12,632.31	$ 3,547.40	-	$ 366.83	-	$ 2,510.84	-		$ 20,117.38	
Apr	$ 1,139.06	$ 12,549.69	$ 3,866.13	-	$ 527.96	$ 1,756.60	$ 2,788.31	-		$ 22,627.75	
May	$ 1,124.68	$ 12,747.35	$ 3,888.57	-	$ 503.79	-	$ 3,009.63	-		$ 21,274.02	
Jun	$ 1,085.01	$ 13,120.89	$ 3,121.76	-	$ 575.69	$ 1,077.53	$ 2,685.15	-		$ 21,666.03	* Plus $162.50 from new applicant fees
Jul	$ -	$ 12,911.73		-	$ 484.88	$ 808.31	$ 2,340.34	-		$ 16,545.26	
Aug	$ 1,081.18	$ 12,619.49	$ 3,210.78	-	$ 502.88	$ -	$ 2,739.45	-		$ 20,153.78	
Sep	$ 1,102.83	$ 49,334.18	$ 7,745.50	-	$ 527.11	$ 1,347.58	$ 2,823.40	-		$ 62,880.60	
Total Mo. Franchise	$ 12,020.76	$ 185,125.07	$ 42,918.30	$ -	$ 6,114.81	$ 9,858.80	$ 32,487.62		$ -	$ 225,644.76	
Total Receipts	$ 49,158.01	$ 741,575.31	$ 180,329.52	$ -	$ 25,534.22	$ 40,510.14	$ 131,025.40		$ 650.00	**$ 1,168,782.60**	

Prelim - September 30, 2025 Capital Project Report

Summary:

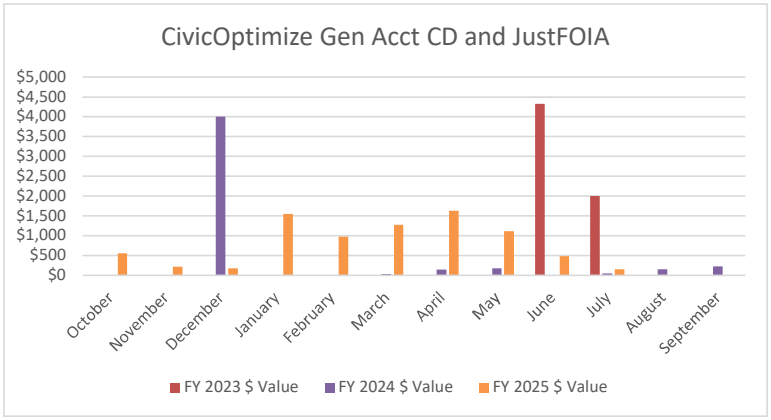
Fund	Sum of Original Budget	Sum of Amended Budget	Sum of FY25 Encumbrances	Sum of FY25 Expenses	Sum of Remaining Budget
103	3,571,066.00	1,701,959.50	(635,075.80)	(1,248,781.17)	2,788,960.03
301	14,376,676.29	6,218,962.22	(1,994,201.10)	(4,324,410.58)	8,583,490.58
302	24,704,466.88	2,707,636.00	(11,593,775.36)	(11,805,458.26)	406,060.38
401	648,723.00	(265,540.00)			383,183.00
402	3,936,558.88	10,042,467.00	(14,796,882.06)	(866,708.39)	8,459,713.01
403	11,701,215.00	3,972,016.45	(521,991.18)	(3,433,437.89)	4,700,400.84
415	2,189,333.53	277,086.00	(633,901.70)	(743,555.08)	1,193,357.75
505	209,153.50				-
303	42,408,735.00	49,798.00	(26,743,357.41)	(10,522,085.09)	5,193,090.50
Grand Total	**103,745,928.08**	**24,704,385.17**	**(56,919,184.61)**	**(32,944,436.46)**	**31,708,256.09**

Details:

Fund	Project Name	Revenue Source	Project Phase/Status	Grant Expiration	Sum of Original Budget	Sum of Amended Budget	Sum of FY25 Encumbrances	Sum of FY25 Expenses	Sum of Remaining Budget
103	**CDBG 48th Yr Solar Light**	CDBG	**Design**	9/30/2023	177,575.00				-
	HMGP - City Hall Wind Retrofit and Generator Project	HMGP	**Design**	6/30/2024	2,405,500.00		(369,087.70)	(114,288.89)	1,766,305.41
	HMGP - Fire Rescue Stat	HMGP, City Mat	**Construction**	7/31/2024	165,868.00	850,720.00	(49,587.50)	(845.00)	850,720.00
	HMGP Hardening Grant	HMGP	**Design**	5/31/2024	264,000.00		(202,961.59)	(3,100.00)	48,438.41
	Mullikin Park	FDEP	**Design**	6/30/2025	362,623.00	755,739.50	(13,439.01)	(1,050,797.28)	2,996.21
	Vulnerability Assessmen	FDEP	**(blank)**	(blank)	95,500.00	95,500.00	-	(54,750.00)	95,500.00
	Watershed Master Plan	FEMA	**(blank)**	9/30/2024	100,000.00		-	(25,000.00)	25,000.00
301	**Beach Revitalization II**	Capital	**Construction**	(blank)	925,000.00	780,798.00		(200.00)	421,887.98
	Boisy Waiters Park Mast	Capital	**Design**	(blank)	100,000.00				100,000.00
	City Hall Modernization	Capital	**Design**	(blank)	2,700,000.00		(213,162.25)	(2,337.60)	2,355,485.35
	City Hall Park	Capital	**Construction**	(blank)	150,000.00		(1,500.00)	(121,690.98)	1,809.02
	Corridor Master Plan	Capital	**Design**	(blank)	788,000.00	467,000.00	(352,887.97)	(105,433.28)	796,678.75
	IT Parker Renovations	Facilities, Flood	**Construction**	(blank)	125,000.00	825,573.22	-	(343,172.04)	0.96
	LPR System	Capital	**(blank)**	(blank)	600,000.00		(242.22)	(595,747.05)	4,010.73
	Nyberg Swanson (Wome	Capital	**Construction**	(blank)	2,500,000.00	647,987.00	(161,640.22)	(996,751.44)	1,440,736.91
	Oasis XV - Capital Fund	Capital	**NA**	(blank)	270,000.00				270,000.00
	Olsen Middle School	Capital	**Design**	(blank)	2,250,000.00		(472,125.00)	(469,515.00)	1,308,360.00
	Roadway and Median El	Capital	**Construction**	(blank)		1,475,000.00	(163,460.44)	(269,836.56)	569,805.42
	Sidewalk Masterplan Tie	Capital, ARPA, G	**Construction**	(blank)	400,000.00	422,604.00			0.49
	Solar Street Lighting	Capital, Bank Lo	**Construction**	(blank)	1,305,462.00	1,600,000.00	(54,873.88)	(443,202.00)	1,013,316.12
	Southeast 5th Ave Cross	Capital	**Construction**	(blank)	200,000.00				-
	Road and Street Facilitie	Capital	**(blank)**	(blank)	90,302.00		(1,968.81)	(3,623.99)	0.80
	Building	Bank Loan, Capit	**Construction**	(blank)	1,622,912.29		(558,925.31)	(967,835.64)	3.05
	CSLIP Cycle 9	Bank Loan, Capit	**Construction**	(blank)	350,000.00		(13,415.00)	(5,065.00)	301,395.00
302	**CW Thomas Park Phase**	Bank Loan, Capit	**Construction**	(blank)	24,704,466.88	607,636.00	(10,053,492.86)	(11,568,580.76)	83,220.38
	EOC Building Project	Capital	**(blank)**	(blank)	-				-
	PJ Meli Improv	Capital	**(blank)**	(blank)		2,100,000.00	(1,540,282.50)	(236,877.50)	322,840.00
401	**AMI Water Meter Syster**	Water	**Design**	(blank)	265,540.00	(265,540.00)			-
	NW 1st Ave Water Main	Water	**Design**	(blank)	383,183.00				383,183.00
402	**HMGP Lift Stations**	HMGP	**Construction**	9/30/2026	499,800.00	10,038,454.00	(9,276,055.88)	(620,747.67)	0.45

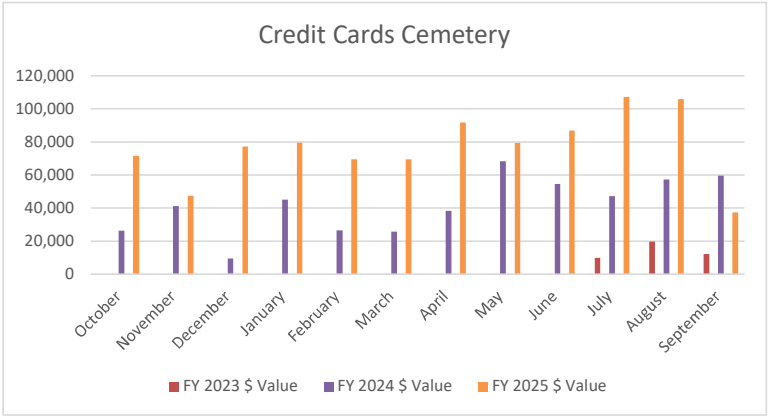
402	**I&I Mainline Repairs**	Sewer	**Construction**	(blank)	2,041,450.00		(1,450,936.18)	(245,960.72)	0.10
	Lift Rehabs 5,7,10	Sewer	**Construction**	(blank)	1,137,594.00	(9,607.00)			120,712.95
	Lift Station Mitigation Pl	FDEP	**Construction**	9/30/2026	-				8,339,000.00
	SCADA System	Sewer	**Construction**	(blank)	257,714.88	13,620.00			(0.49)
	Lift Station ARPA	(blank)	**Construction**	(blank)	-		(4,069,890.00)		-
403	**Citywide Stormwater Ma**	Stormwater, CD	**Design**	(blank)	1,060,000.00	16,535.00	(21,423.91)	(231,598.33)	-
	Neighborhood Drainag	Transportation Surtax, Stormwater	**Construction**	(blank)	1,170,960.00	3,133,240.35	(400,120.52)	(724,574.75)	155,881.73
	PJ Meli Drainage	Stormwater	**Construction**	(blank)	247,340.00		(64,014.75)	(71,430.25)	-
	SE Stormwater II	SRF Loan, Storm	**Construction**	(blank)	6,126,822.00	822,241.10	-	(2,354,296.56)	3,837,799.85
	SW 43 Terr Stormwater	Transportation Surtax, Stormwater	**Construction - Grant Revenue Received Nov 2023**	(blank)	2,297,468.00				0.26
	SE Stormwater Phase I	Stormwater	**Construction**	(blank)	798,625.00		(36,432.00)	(51,538.00)	706,719.00
415	**Pier Refurbishing**	Pier, GF Loan	**Construction**	(blank)	1,487,238.38	277,086.00	(211,000.00)	(144,941.98)	886,144.02
	Parking Facility	Pier, GF Loan	**Construction**	(blank)	172,016.48	-	(3,391.20)	(448,118.10)	17,490.70
	City Center Garage	Pier, GF Loan	**Construction**	(blank)	75,286.67	-	(111,033.50)	(4,180.00)	289,723.03
	Restroom and Storage Fa	Pier, GF Loan	**Construction**	(blank)	454,792.00	-	(308,477.00)	(146,315.00)	-
505	**City Hall Restrooms**	Facilities	**Construction**	(blank)	209,153.50				-
405	**Pier Refurbishing**	Pier, GF Loan	**Construction**	(blank)	500,000.00	1,022,129.39			-
303	**Stormwater Phase II**	Bond, Capital	**Construction**	(blank)	42,408,735.00	49,798.00	(26,743,357.41)	(10,522,085.09)	5,193,090.50
Grand Total					**104,245,928.08**	**25,726,514.56**	**(56,919,184.61)**	**(32,944,436.46)**	**31,708,256.09**

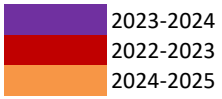
	FY 2023		FY 2024		FY 2025	
	# of Pymts	$ Value	# of Pymts	$ Value	# of Pymts	$ Value
October					6	$557
November					3	$215
December			2	$4,000	2	$173
January					13	$1,545
February					12	$978
March			1	$30	4	$1,273
April			4	$142	8	$1,633
May			3	$176	10	$1,119
June	10	$4,323	1	$4	3	$482
July	1	$2,000	1	$50	2	$147
August			3	$150		
September			4	$226		



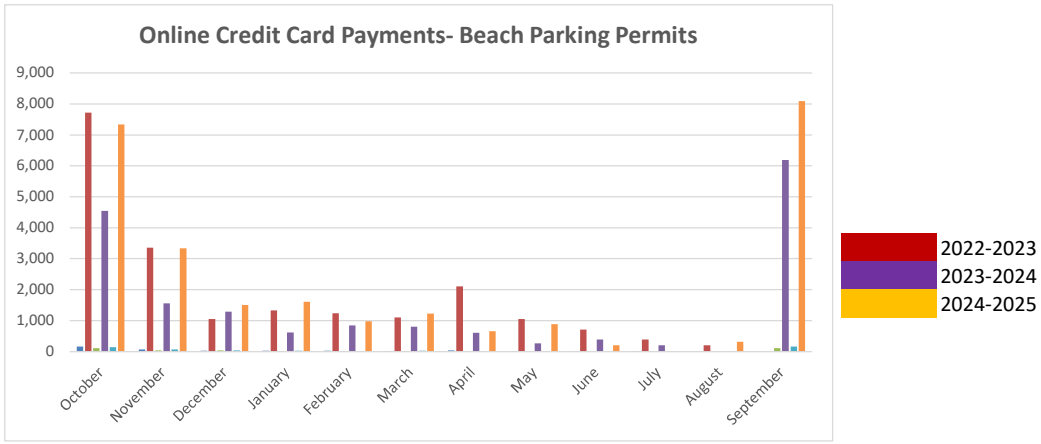
2024-2025
2023-2024
2022-2023

	FY 2023		FY 2024		FY 2025	
	# of Pymts	$ Value	# of Pymts	$ Value	# of Pymts	$ Value
October			12	$26,300	19	$71,675
November			21	$41,105	13	$47,330
December			6	$9,330	25	$77,085
January			19	$44,995	22	$79,600
February			9	$26,465	25	$69,500
March			9	$25,630	24	$69,365
April			9	$38,255	27	$91,680
May			17	$68,375	20	$79,375
June			18	$54,575	26	$86,885
July	5	$9,740	18	$47,175	28	$107,175
August	8	$19,610	25	$57,400	28	$105,840
Septembe	6	$12,030	17	$59,485	13	$37,220
		$41,380		$499,090		$922,730

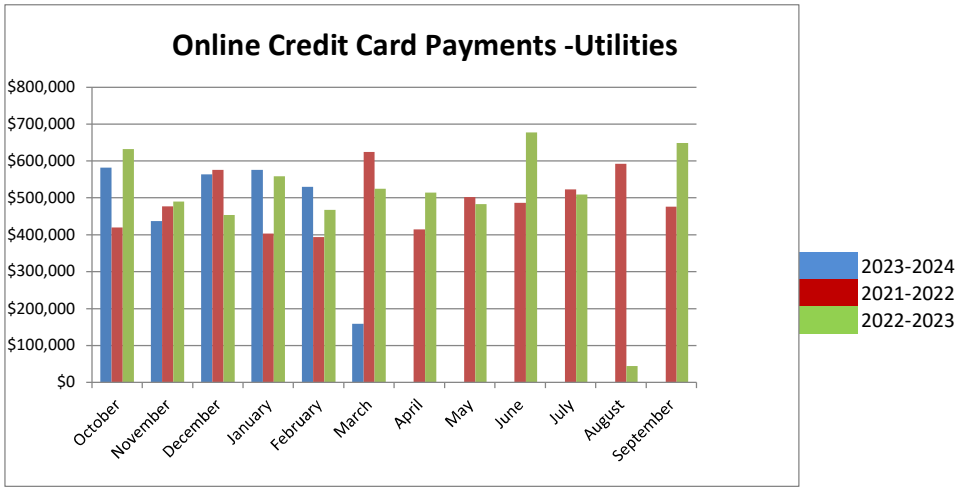




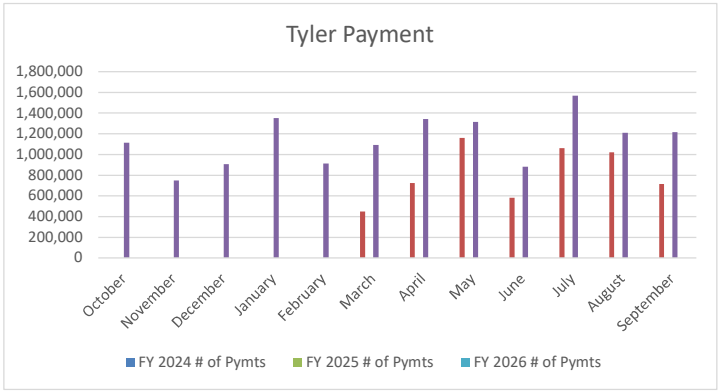
	FY 2025		FY 2023		FY 2024	
	# of Pymts	$ Value	# of Pymts	$ Value	# of Pymts	$ Value
October	158	$7,720	112	$4,547	141	$7,334
November	71	$3,359	46	$1,562	74	$3,333
December	27	$1,048	36	$1,284	37	$1,503
January	26	$1,332	23	$615	31	$1,616
February	30	$1,241	19	$851	23	$979
March	20	$1,096	18	$802	26	$1,225
April	44	$2,103	13	$604	19	$663
May	23	$1,048	10	$267	21	$888
June	20	$711	10	$385	9	$208
July	14	$385	9	$198	2	$0
August	9	$208	2	$0	20	$310
September			115	$6,191	162	$8,089

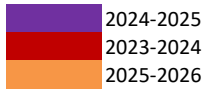


	FY 2024		FY 2022		FY 2023	
	# of Pymts	$ Value	# of Pymts	$ Value	# of Pymts	$ Value
October	1,806	$581,381	1,756	$419,523	1,799	$631,937
November	1,626	$436,666	1607	$477,225	1698	$490,381
December	1,720	$563,383	1644	$575,861	1676	$453,598
January	1,851	$576,388	1580	$403,966	1814	$559,003
February	1,727	$529,750	1461	$393,924	1586	$466,879
March	399	$159,173	1883	$624,708	1673	$524,878
April	6	$300	1558	$415,006	1696	$514,951
May	0	$0	1635	$502,840	1705	$482,818
June	0	$0	1771	$486,384	1890	$677,359
July	0	$0	2003	$522,805	1956	$509,105
August	0	$0	1919	$591,853	1745	$44,810
September	0	$0	1748	$475,765	1953	$648,891



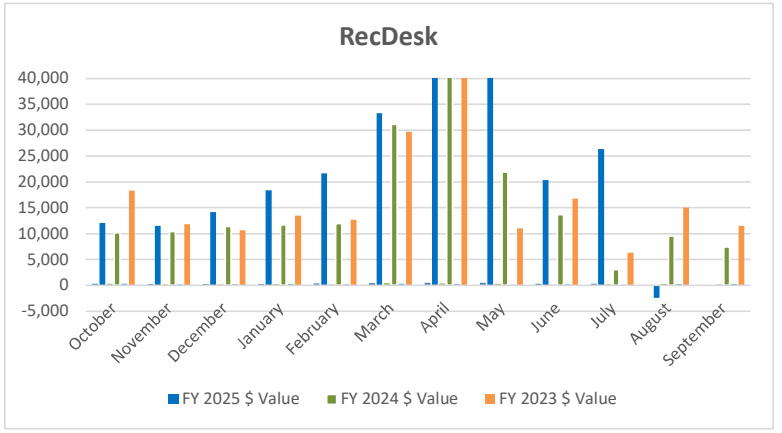
	FY 2024		FY 2025		FY 2026	
	# of Pymts	$ Value	# of Pymts	$ Value	# of Pymts	$ Value
October			31	$1,115,216		
November			30	$749,206		
December			31	$908,920		
January			31	$1,351,246		
February			28	$911,799		
March	31	$448,959	31	$1,090,436		
April	30	$724,743	30	$1,343,615		
May	30	$1,159,841	31	$1,315,746		
June	30	$584,435	30	$883,247		
July	31	$1,062,320	31	$1,569,315		
August	31	$1,020,856	31	$1,209,483		
September	30	$715,255	30	$1,218,265		

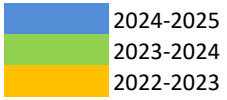




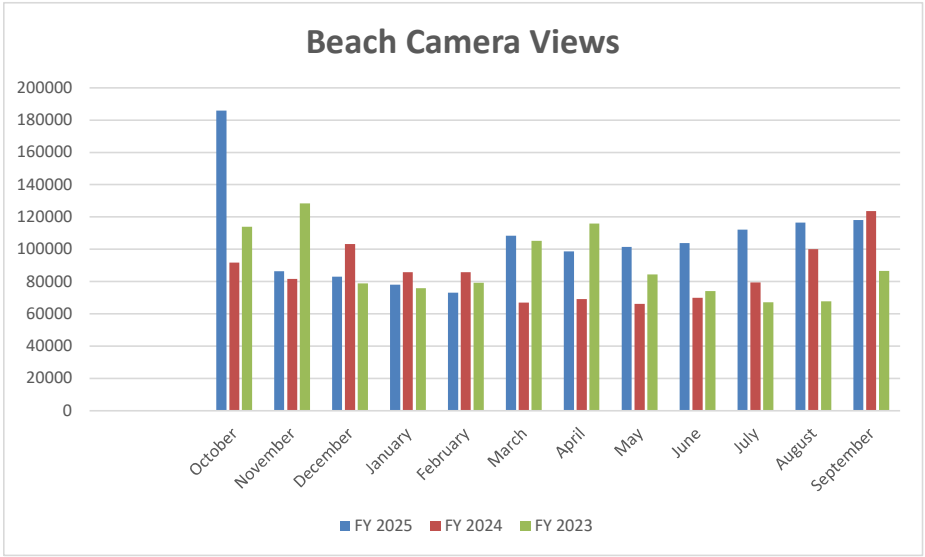
Report is Financial activity summary
Pull information from "Net Financial Activity"

	FY 2025		FY 2024		FY 2023	
	# of Pymts	$ Value	# of Pymts	$ Value	# of Pymts	$ Value
October	300	$12,087	305	$10,189	293	$18,293
November	244	$11,481	219	$10,420	188	$11,802
December	255	$14,157	218	$11,389	184	$10,643
January	238	$18,397	266	$11,741	228	$13,489
February	382	$21,671	201	$11,951	215	$12,691
March	435	$33,319	422	$31,083	339	$29,674
April	491	$66,844	377	$59,880	229	$54,344
May	465	$40,790	315	$21,926	147	$11,025
June	305	$20,364	168	$13,708	216	$16,773
July	323	$26,360	183	$3,038	125	$6,317
August	7	-$2,390	233	$9,575	242	$15,031
September			218	$7,421	240	$11,545

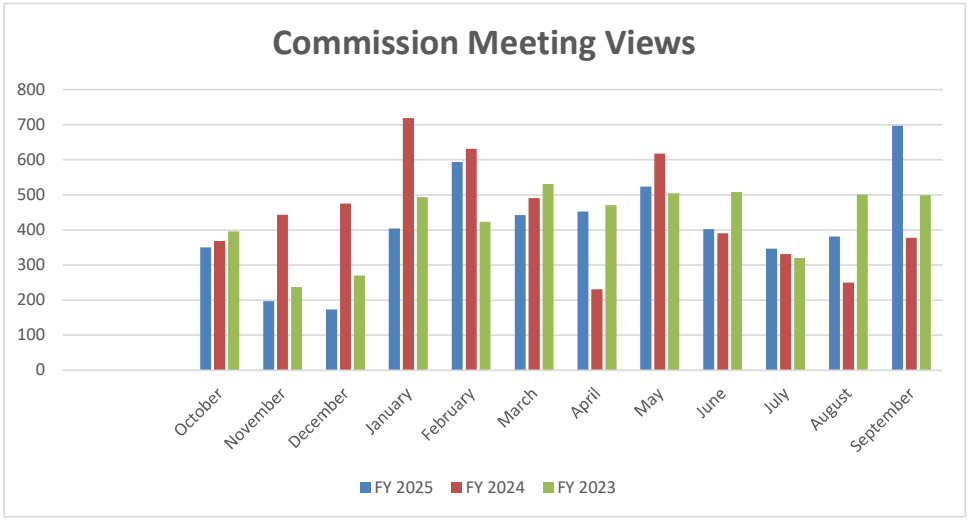




	FY 2025	FY 2024	FY 2023
October	185,800	91,738	113,900
November	86,300	81,622	128,500
December	83,000	103,235	78,800
January	78,000	85,760	75,900
February	73,100	85,861	79,200
March	108,200	67,008	105,100
April	98,600	69,102	115,900
May	101,300	66,040	84,300
June	103,900	70,024	74,100
July	112,100	79,388	67,100
August	116,600	100,130	67,700
September	118,000	123,562	86,599

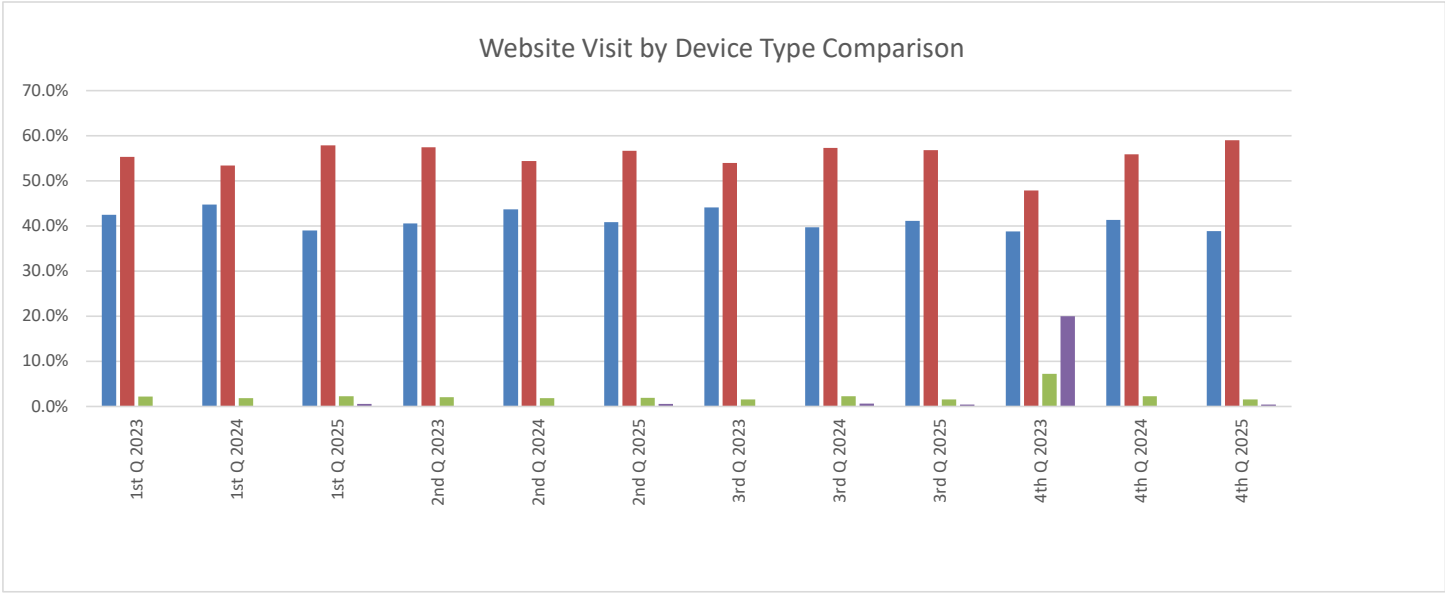


	YouTube Channel		
	FY 2025	**FY 2024**	**FY 2023**
October	351	369	396
November	197	444	238
December	173	475	270
January	404	719	494
February	594	632	424
March	442	491	531
April	453	231	471
May	524	618	505
June	403	391	508
July	347	331	321
August	382	250	501
September	697	378	499

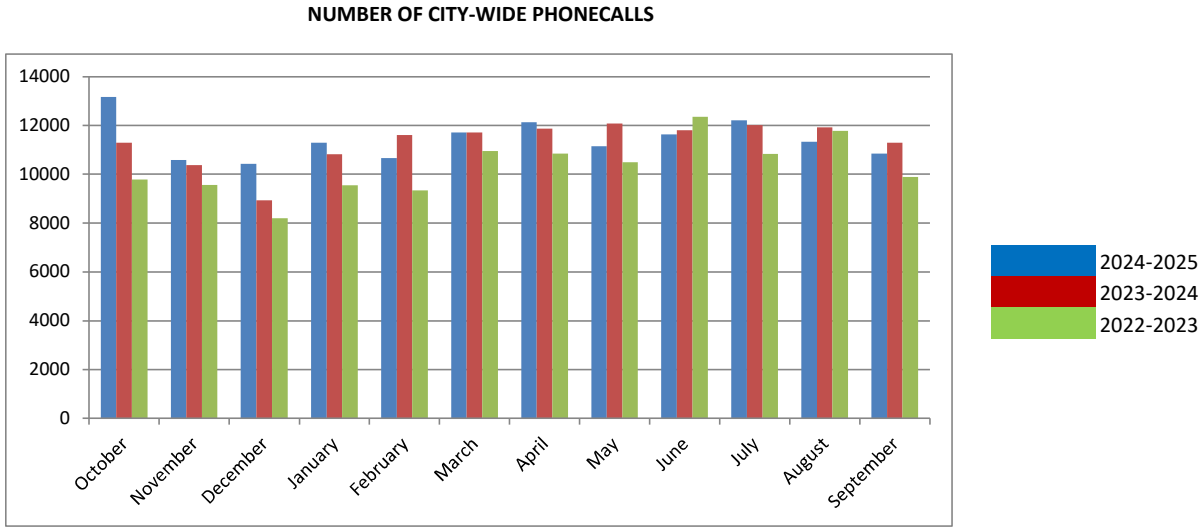


Website Visit by Device Type Comparison

	1st Q 2023	1st Q 2024	1st Q 2025	2nd Q 2023	2nd Q 2024	2nd Q 2025	3rd Q 2023	3rd Q 2024	3rd Q 2025	4th Q 2023	4th Q 2024	4th Q 2025
Desktop	42.5%	44.7%	39.0%	40.5%	43.7%	40.9%	44.1%	39.7%	41.2%	38.8%	41.4%	38.9%
Smartphone	55.3%	53.4%	57.9%	57.4%	54.4%	56.6%	54.0%	57.3%	56.8%	47.9%	55.9%	59.0%
Tablet	2.2%	1.8%	2.3%	2.1%	1.9%	2.0%	1.6%	2.3%	1.5%	7.3%	2.3%	1.6%
Other		0.0%	0.6%		0.0%	0.5%	0.0%	0.7%	0.5%	20.0%	0.1%	0.4%

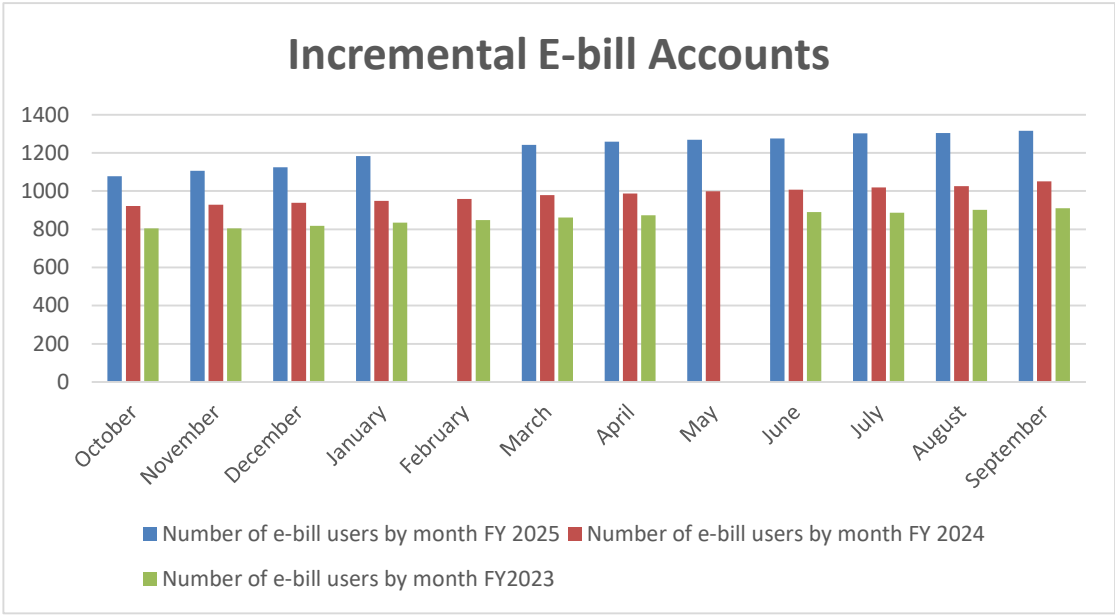


	FY 2025	FY 2024	FY 2023
October	13,174	11,286	9,789
November	10,591	10,370	9,564
December	10,419	8,932	8,197
January	11,291	10,820	9,543
February	10,664	11,612	9,338
March	11,721	11,703	10,946
April	12,138	11,869	10,851
May	11,151	12,087	10,489
June	11,638	11,809	12,351
July	12,211	12,019	10,843
August	11,330	11,919	11,775
September	10,853	11,293	9,897



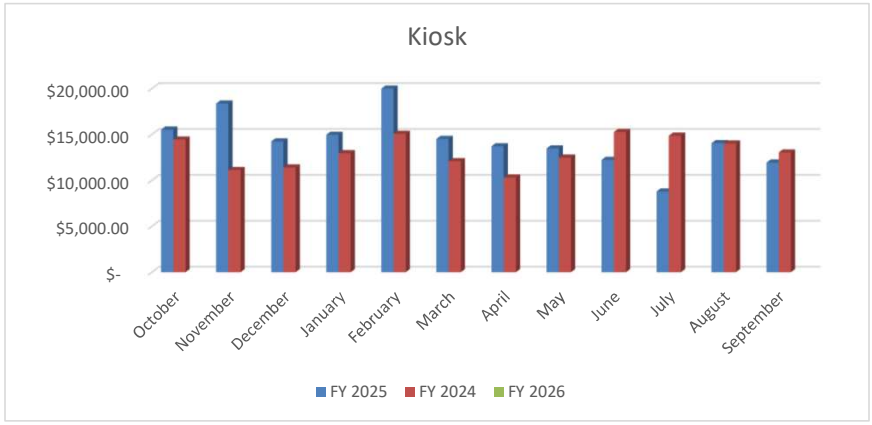
Number of e-bill users by month

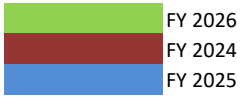
	FY 2025	FY 2024	FY2023
October	1078	922	804
November	1107	929	805
December	1125	939	818
January	1183	948	835
February		959	848
March	1243	979	861
April	1259	988	873
May	1269	999	
June	1275	1008	890
July	1302	1019	886
August	1304	1026	901
September	1316	1051	910



Kiosk

	FY 2025	FY 2024	FY 2026
October	$ 15,527.43	$ 14,452.23	
Novembe	$ 18,366.36	$ 11,121.83	
Decembe	$ 14,241.27	$ 11,401.43	
January	$ 14,970.22	$ 12,953.63	
February	$ 63,105.28	$ 15,069.97	
March	$ 14,515.99	$ 12,091.93	
April	$ 13,719.58	$ 10,302.51	
May	$ 13,475.10	$ 12,472.31	
June	$ 12,233.19	$ 15,266.47	
July	$ 8,793.66	$ 14,865.64	
August	$ 14,057.62	$ 14,014.91	
Septembe	$ 11,940.57	$ 13,041.75	





Business Tax Receipt Activity - September 2025

Out of Business/Inactive	# of BTRs	Dollar Amount
Tomassi, Andrea	1	$ 31.50
Bella's Salon	1	$ 372.50
Cavastone LLC	1	$ 460.00
Finish Line Feeds Inc	1	$ 477.50
Garneay, Marin	1	$ 31.50
IH3 Property Floprida LP	1	$ 31.50
Invest in AC LLC	1	$ 31.50
Jamrock Properties & Interior Design LLC	1	$ 236.25
Joseph Perry	1	$ 31.50
Hollywood Medical Alliance LLC	1	$ 546.25
Oil Spill Response USA Inc	3	$ 1,785.00
Perla Hernandez	1	$ 236.25
Kercado Martes, Rafael	1	$ 236.25
Total Out of Business/Inactive	**15**	**$ 4,507.50**

New Approved Applications	# of BTRs	Dollar Amount
334 SW 14 ST LLC	1	$ 94.50
Adi Gal PA	1	$ 196.50
Ails Retail LLC	1	$ 1,465.00
Alfredo Caballero	1	$ 236.25
Bankers Life & Casualty Company	1	$ 183.75
J & J Nails Spa LLC	1	$ 467.50
Bittonart LLC	1	$ 520.00
Clip City Barbershop LLC	1	$ 730.00
Diviwerk LLC	1	$ 131.25
Dongal Investments LLC	1	$ 354.38
Exotic Coach Lines LLC	1	$ 1,223.75
Fritznie Jarbath	1	$ 236.25
Guaranteed Investment LLC	1	$ 392.50
ILG Painting Corp	1	$ 210.00
Ina Mitskevch	1	$ 63.00
Janet Ng	1	$ 31.50
Jonathan Houde	1	$ 31.50
Karen Nails Studio	1	$ 493.75
Hana Group Franchising LLC	1	$ 131.75
Manhattan Life Insurance and Annuity Company	1	$ 183.75
Marina Prime Time LLC	2	$ 94.50
McDougall Medtech LLC	1	$ 826.88
MT Vacation Villas LLC	1	$ 236.25
Nelson Groups LLC	1	$ 94.50
Old Republic General Insurance Corporation	1	$ 183.75
Sharon Law PLLC	1	$ 451.25
Guarenteed Investment II LLC	1	$ 377.00
Sunshine Garage Doors	1	$ 170.50
Tropeka Inc	1	$ 506.75
Vapor Life 6 LLC	1	$ 1,265.00
Wilson Erazo	1	$ 31.50
Xanadu Beauty Academy	1	$ 480.50
Total New Applications	**33**	**$ 12,095.26**

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	**339**	**$ 125,528.55**
Paid Renewals	**3,005**	**$ 1,060,906.76**
Total BTRs as of 09/30/2025	**3,344**	**1,186,435.31** **

**includes license fee, fire inpsection & solid waste registration

Miscellaneous Billing Invoice Aging Report

Aging Date 09/30/2025

Report By Invoice Type

	Description	Current	1-30	31-60	61-90	90+	Total
Invoice Type - CEM - Cemetery							
# 4652 - Eric L Wilson	Reservation of Burial Plot	.00	.00	.00	.00	2710.00	2,710.00
# 5474 - Cokenya D West	Reservation of Burial Plot	.00	.00	.00	.00	250.00	250.00
# 4179 - AJ Manuel Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 5736 - Sands, Carolyn	Reservation of Burial Plot	.00	.00	.00	.00	3000.00	3,000.00
# 5756 - Rahming Poitier Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	4750.00	4,750.00
# 5673 - Agape Funeral and Cremation	Reservation of Burial Plot	.00	.00	.00	.00	5040.00	5,040.00
# 3946 - Eric S George Funeral Home	Reservation of Burial Plot	1680.00	.00	.00	.00	2380.00	4,060.00
# 5909 - Freeman Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 5924- Garcia Gimeno	Reservation of Burial Plot	.00	.00	.00	.00	200.00	200.00
# 5862 - Love and Grace Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	3360.00	3,360.00
# 5976 - John Hanks Memorial Services	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 5925 - Anthony R. Manuel Funeral Home	Reservation of Burial Plot	1680.00	.00	.00	.00	5240.00	6,920.00
# 6121 - Christine Smith	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 6244 - Broward Funeral Home	Reservation of Burial Plot	.00	1680.00	.00	.00	.00	1,680.00
# 6254 - Samuel Funeral Home	Reservation of Burial Plot	.00	3990.00	.00	.00	.00	3,990.00
# 6173 - Pax Villa FH Miami	Reservation of Burial Plot	.00	.00	.00	.00	3990.00	3,990.00
# 6071 - Bells Funeral Services	Reservation of Burial Plot	.00	.00	.00	.00	4615.00	4,615.00
# 5477 - Paradise Funeral Home LLC	Reservation of Burial Plot	.00	3990.00	.00	.00	.00	3,990.00
# 4165 - Roy Mizell & Kurtz Funeral	Reservation of Burial Plot	.00	7980.00	.00	.00	.00	7,980.00
# 4246 - Fuller Brothers Funeral Home	Reservation of Burial Plot	.00	1680.00	.00	.00	.00	1,680.00
# 6070 - Elijah Bells Funeral Home	Reservation of Burial Plot	.00	3990.00	.00	.00	.00	3,990.00
# 6255 - Johnsons Memorial Chapel	Reservation of Burial Plot	.00	2570.00	.00	.00	.00	2,570.00
# 4159 - Nakia Ingraham Funeral Home	Reservation of Burial Plot	.00	3990.00	.00	.00	.00	3,990.00
# 6188 -New Beginnings Funeral Home	Reservation of Burial Plot	.00	3990.00	.00	.00	.00	3,990.00
# 4203 - McWhite's Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	3990.00	3,990.00
# 4786 - Dillard Josephine	Reservaton of Burial Plot	.00	.00	.00	.00	200.00	200.00
Cemetery Totals		**$3,360.00**	**$33,860.00**	**$0.00**	**$0.00**	**$45,905.00**	**$83,125.00**
Invoice Type - BULK Trash Pk Up - Notice of Violation							
	Bulk Trash Pickup	60.00	450.00	300.00	180.00	17474.00	18464.00
Bulk Trash Pk Up		**$60.00**	**$450.00**	**$300.00**	**$180.00**	**$17,474.00**	**$18,464.00**
Invoice Type FA- False Alarm							
Miscellaneous FA Customers	BSO & Fire False Alarms	.00	.00	.00	.00	2,025.00	2,025.00
False Alarm Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,025.00**	**$2,025.00**
Invoice Type FI - Fire Inspection							
3065 - Keynorth Townhomes	Annual Inspection FY 11	.00	.00	.00	.00	1,700.00	1,700.00
3072 - Atlantis Management	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	7,800.00	7,800.00
1012 - Gulfstream Apts.	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	2,800.00	2,800.00
# 4466 - Meadowbrook Condo	Annual Inspection FY 13	.00	.00	.00	.00	1,000.00	1,000.00
4644 - Oakbridge Townhomes	Annual Inspection FY 14	.00	.00	.00	.00	4,000.00	4,000.00
Miscellaneous FI Customers	Annual & Re-Inspections	.00	.00	.00	.00	254,485.00	254,485.00
Fire Inspection Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$271,785.00**	**$271,785.00**
Invoice Type GR Federal - Grant Reimb. Federal Government							
# 6168 - Florida Dept. of Emergency	2023-00000004	.00	.00	.00	.00	15,796.99	15,796.99
# 6168 - Florida Dept. of Emergency	2023-00000005	.00	.00	.00	.00	179,395.52	179,395.52
# 6155 - Florida Dept of Emergency	2024-00000001	.00	.00	.00	.00	49,875.00	49,875.00
# 6168 - Florida Dept. of Emergency	2024-00000002	.00	.00	.00	.00	50,000.00	50,000.00
# 6168 - Florida Dept. of Emergency	2025-00000002	.00	.00	.00	.00	3,000.00	3,000.00
# 6168 - Florida Dept. of Emergency	2024-00000003	.00	.00	.00	.00	50,000.00	50,000.00
Grant Federal Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$348,067.51**	**$348,067.51**
Invoice Type GR State - Grant Reimb. State of Florida							
# 6170 - FL Dept. of Economic Opportunity	2023-00000002	.00	.00	.00	.00	395,504.79	395,504.79
# 4051 - State of Florida Dept of	2023-00000003	.00	.00	.00	.00	332,500.00	332,500.00
# 4051 - State of Florida Dept of	2023-00000004	.00	.00	.00	.00	375,000.00	375,000.00
Grant Federal Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,103,004.79**	**$1,103,004.79**
Invoice Type LM - Lake Maintenance							
Miscellaneous LM Customers	Lake Maintenance	.00	.00	.00	.00	275.36	275.36
Lake Maintenance Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$275.36**	**$275.36**
Invoice Type MS - Miscellaneous							
# 4647 - Palmetto Hospitality of Dania	Water Impact Fees	.00	.00	.00	.00	20,242.00	20,242.00
Misc. Customers	**Misc. Customers**	40,021.76	6,000.00	10,000.00	22,384.66	67,349.43	145,755.85
Miscellaneous Totals		**$40,021.76**	**$6,000.00**	**$10,000.00**	**$22,384.66**	**$87,591.43**	**$165,997.85**
Grand Totals		**$43,441.76**	**$40,310.00**	**$10,300.00**	**$22,564.66**	**$1,876,128.09**	**$1,992,744.51**

Water Fund	Monthly Utility Account Activity	MISC

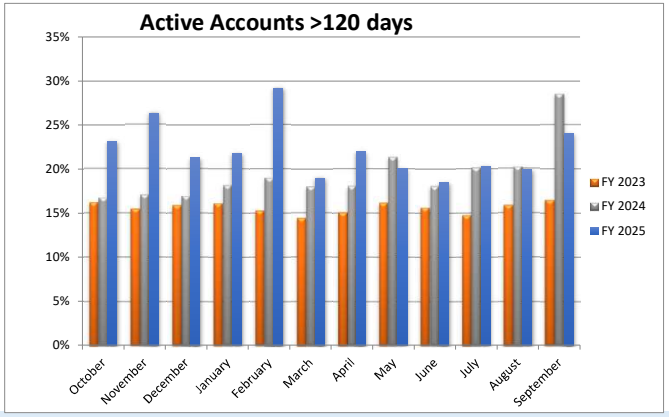
	Building/ New Construction Activity				Delinquent Account Activity			New Accts	
	Water Impact Fee		Water Tap Fee		Delinquent		5	# per Month	Prior Yr.
	2024	2025	2024	2025	2024	2025	# of Accts		
Oct	3,114.00	44,966.16	1,450.00	3,125.00	2,660.00	3,010.00	602.00	45	47
Nov	-		-	1,557.00	2,865.00	2,890.00	578.00	35	39
Dec	6,228.00	19,168.00	-	1,550.00	2,630.00	2,103.20	420.64	59	48
Jan	-		-		2,995.00	3,846.56	769.31	40	48
Feb	10,241.00	26,469.00	-	1,450.00	2,850.00	3,540.00	708.00	55	40
Mar	1,557.00	3,114.00	1,450.00	2,900.00	2,770.00	2,899.76	579.95	40	50
Apr	-	3,114.00	-	4,550.00	2,255.00	2,685.00	537.00	57	58
May	2,900.00	1,557.00	-	1,450.00	2,480.00	2,560.00	512.00	67	56
Jun	12,456.00	-	1,750.00	9,435.00	3,005.00	2,990.00	598.00	54	39
Jul	-	-	75.00	-	2,640.00	2,945.00	589.00	57	43
Aug	63,837.00	-	1,935.00	-	2,705.00	2,930.00	586.00	48	48
Sept	196,961.00	-	2,900.00		3,065.00	3,330.00	666.00	39	56
Total	**$ 297,294**	**$ 98,388**	**$ 9,560**	**$ 26,017**	**$ 32,920**	**$ 35,730**	**$ 7,146**	**596**	**572**

12% **# of City's 4850 account became delinquent for this period**

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

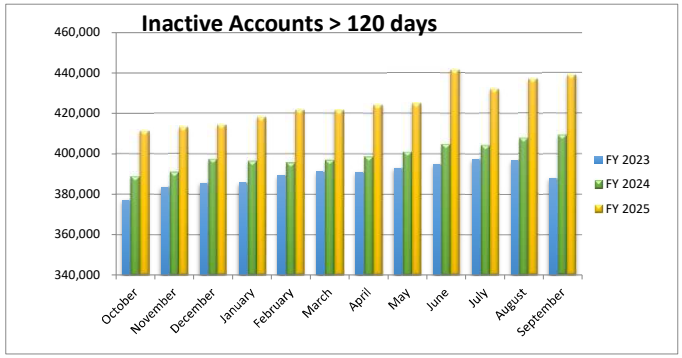
	FY 2023			FY 2024			FY 2025		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	184,989	$ 1,140,696	16%	207,794	$ 1,241,355	17%	286,955	$ 1,243,012	23%
November	186,463	1,205,526	15%	216,614	1,267,676	17%	307,108	1,164,508	26%
December	188,661	1,186,620	16%	214,935	1,270,207	17%	278,087	1,308,024	21%
January	188,029	1,165,000	16%	220,340	1,211,794	18%	278,766	1,278,238	22%
February	185,376	1,210,890	15%	231,139	1,217,188	19%	263,943	903,782	29%
March	183,535	1,267,253	14%	235,434	1,310,333	18%	253,837	1,336,359	19%
April	190,502	1,262,289	15%	236,352	1,307,061	18%	261,377	1,190,163	22%
May	189,684	1,172,418	16%	262,509	1,229,203	21%	260,498	1,299,714	20%
June	184,340	1,178,310	16%	247,808	1,372,056	18%	249,600	1,347,560	19%
July	190,677	1,288,709	15%	261,459	1,298,366	20%	261,524	1,286,366	20%
August	198,874	1,252,551	16%	252,820	1,250,659	20%	262,031	1,315,852	20%
September	203,881	1,235,287	17%	360,091	1,263,892	28%	241,204	1,003,628	24%
Annual Avg	$ 189,584	$ 1,213,796	16%	$ 245,608	$ 1,269,983	19%	$ 267,077	$ 1,223,101	22%



Active Account Graph: Billing data indicates deliquency rate on active accounts remain constant at an average of 1% of billings per month

INACTIVE ACCOUNTS

	FY 2023	FY 2024		FY 2025	
	>120 Past Due	>120 Past Due	% +/-	>120 Past Due	% +/-
October	377,040	388,922	3%	411,308	5%
November	383,454	390,867	2%	413,066	5%
December	385,515	397,662	3%	414,412	4%
January	385,601	396,459	3%	418,252	5%
February	389,237	395,697	2%	421,766	6%
March	391,059	397,067	2%	421,614	6%
April	390,781	398,812	2%	424,262	6%
May	392,882	401,076	2%	425,057	6%
June	394,781	405,003	3%	441,615	8%
July	397,219	404,194	2%	432,075	6%
August	396,674	407,690	3%	436,935	7%
September	387,690	409,329	5%	439,047	7%
Annual Avg	$ 389,328	$ 399,398	3%	$ 424,951	6%



City of Dania Beach
General Fund
Unassigned Fund Balance - - Contingency

	----- General Fund -------	
	Contingency	**Unassigned Fund Balance**
Balance 10/1/24 (Audited)	$ 250,000	$ 23,925,117
(Uses) / Additions:		
October	-	499,683
November	-	-
December	-	-
January	(2,300)	177,000
February	(6,000)	-
March	(9,000)	50,000
April	(9,800)	-
May	-	-
June	-	-
July	(2,500)	-
August	-	-
September	-	-
Sub-Total (Uses) / Additions	(29,600)	726,683
Sub-Total Available	220,400	24,651,800
Other Considerations		
GFOA/City Commission 25% Reserve		(20,939,710)
Estimate of Availability at 09/30/2025	**$ 220,400**	**$ 3,712,090**

City of Dania Beach

#001-18-00-519-99-10
Contingency Account

Original Budget	$	200,000	
Amendment		50,000	Veterans Park

Uses:

	Total	
Oct	-	
Nov	-	
December	-	
January	(950)	Fee Waiver - MLK Gala for IT Parker
	(1,350)	Fee Waiver - Four Chaplains - IT Parker
February	(6,000)	Prestige Club - Etiquette (DE, Collins, Olsen)
March	(5,000)	BLC Annual Installation Gala
	(4,000)	Dan Marino Foundation - Sponsorship
April	(800)	Prestige Club - Dania Elementary Additional
	(4,000)	National Day of Prayer - Commission
	(5,000)	Arbor Day - Commission
May	-	
June	-	
July	(2,500)	17th Annual Climate Summit Sponsorship
August	-	
September	-	
Balance Remaining	**$ 220,400**	

City of Dania Beach

General Fund

Analysis of

Fund Balance

	Balance 10/1/24	**23,925,117**	
Uses:	**#389-90-01**		
	October	499,683	Carryovers/P.O.'s etc.
	November	-	
	December	-	
	January	177,000	FY24-25 Funding for One Stop Aquatic Safety
	February	-	
	March	50,000	FIND Boat Ramp Grant Gen Fund Match
	April	-	
	May	-	
	June	-	
	July	-	
	August	-	
	September	-	
	Total Uses (Sources)	726,683	
Estimated Balance Available 09/30/25		$ 24,651,800	
Other Considerations			
	GFOA/City Commission 25% Reserve	(20,939,710)	est.
Estimate of Availability at 09/30/25		**3,712,090**	

Dania Beach Housing Authority

Members	13-Jan-25	10-Feb-25	17-Mar-25	14-Apr-25	12-May-25	6/9/2025 - MEETING CANCELED	14-Jul-25	11-Aug-25	8-Sep-25	13-Oct-25	10-Nov-25	Wed. December 18, 2024	TOTAL UNEXCUSED ABSENCES	TOTAL EXCUSED	TOTAL ABSENCES	
Bob Adams	Present	Present	Present	Present	Present		Present	Present	Present				0	0	0	
Amarilla Ivie Cure	Absent	Absent	Resigned 2/18/25										2	0	2	
Rosalind Curry	Absent	Absent	Resigned 2/14/25										2	0	2	
Douglas Hasty	Not Yet Appointed	Not Yet Appointed	Present	Present	Present		Present	Excused Absent	Present				0	1	1	
Albert Jones	Not Yet Appointed	Absent	Present	Absent	Excused Absent		Present	Present	Excused Absent				2	2	4	
Gail Wooten Jones	Not Yet Appointed	Not Yet Appointed	Present	Present	Present		Excused Absent	Excused Absent	Excused Absent				0	3	3	
Polly Jones Mosely	Present	Present	Present	Present	Present								0	0	0	
Dr. Bennie Moultry	Appointed but no contact	Present	Present	Present	Present		Absent	Present	Present				1	0	1	
Celeste Oatman	Present	Present	Present	Present	Present		Present	Excused Absent	Present				0	1	1	

Education Advisory Board

Members	January 6th	Feburary 3rd	March 3rd	April 7th	May 5th	June 2nd	July 7th	August 4th	September 8th	October 6th	November 3rd	December 1st	TOTAL UNEXCUSED ABSENCES	TOTAL EXCUSED	TOTAL ABSENCES	
Alicia Dillard	Absent	Absent	Present	No Response	Present	N/A	N/A	N/A	N/A	N/A						
Monique Bourgery	Absent	Absent	Present	Confirmed to attend	Present	N/A	N/A	N/A	N/A	Confirmed to attend						
Patricia Silva	Absent	Absent	Absent	Absent	Absent					N/A			5		1	
Lorraine Reed	Absent	Absent	Present	Doctors Appt. Excused Absence	Doctors Appt. Excused Absence	N/A	N/A	N/A	N/A	Doctors Appt. Excused Absence						
Samantha Bostwick	Absent	Absent	Present	Confirmed to attend	Showed up 30 minutes late due to traffic	N/A	N/A	N/A	N/A	Postpartum Recovery Excused						
	No Quorum Established	No Quorum Established	Quorum Established	No Quorum Established	No Quorum Established	Summer Reccess	Summer Reccess	Summer Reccess	Summer Reccess	No Quorum Established						

GAB Attendance Roster

Members	1/15/2025	2/19/2025	3/19/2025	4/16/2025	5/21/2025	6/18/2025	7/16/2025	8/20/2025	9/17/2025	10/15/2025	11/19/2025	12/17/2025	TOTAL UNEXCUSED ABSENCES	TOTAL EXCUSED	
Michael Porter	Meeting Cancelled No Quorum	Present	Absent	Meeting Cancelled No Quorum	Meeting Cancelled No Quorum	Present	Absent	Absent	Meeting Cancelled No Quorum				0	3	
Brandy Oliver		Present	Absent			Absent	Present	Absent					1	2	
Rene Buck		Absent	Present			Present	Present	Present					0	1	
Joanna Davis		Present	Present			Present	Present	Present					0	0	
Laura Lombardo		Present	Present			Absent	Present	Present					0	1	

General Employees Pension

Members	2/5/2025	5/7/2025	8/6/2025	11/5/2025	Date of meeting	Date of meeting	Date of meeting	Date of meeting	Date of meeting	Date of meeting	Date of meeting	Date of meeting	Date of meeting	TOTAL UNEXCUSED ABSENCES	TOTAL EXCUSED	TOTAL ABSENCES	
Corinne Lajoie	Present	Present	Present														
Cathy David	Present	Absent	Present														
Darren Greene	Present	Present	Present														
Yeimy Guzman		Present	Present														
Jim Rizzo	Present	Present	Present														

MARINE ADVISORY BOARD

Members	January 15, 2025	February 19, 2025	March 19, 2025	April 16, 2025 (No Quorum - No Meeting)	May 21, 2025 (No Meeting - Canceled)	June 18, 2025	July 16, 2025	August 20, 2025	September 17, 2025	October 15, 2025	November 19, 2025	December 17, 2025	TOTAL UNEXCUSED ABSENCES	TOTAL EXCUSED	TOTAL ABSENCES	
Stacy Brown	Present	Present	Present	Present		Present	Present	Present	Absent				1	0	1	
Robert Ostrov	Present	Absent	N/A	Present		Present	Absent	Absent	Absent				4	0	4	
Michael Porter	Present	Present	N/A	Absent		Present	Absent	Absent	Present				3	0	3	
Gregory Ralston	Present	Present	N/A	Present		Absent	Present	Absent	Absent				3	0	3	
Anthony Thackham	Absent	Present	Present	Present		Absent	Absent	Present	Present				3	0	3	

PAAB MEMBER ATTENDANCE
2025

PAAB	Term	1/27/2025	2/24/2025	3/17/2025	4/14/2025	5/19/2025	6/16/2025	7/21/2025	8/18/2025	9/8/2025	10/20/2025	11/17/2025	12/15/2025	Annual Total
Kelly Sharaby	2-year initial term (June 2026)	P		P		E	P			P				
Lilli Schipper	3-year initial term (June 2027)	P		E		P	P			P				
Joanna Granett	3-year initial term (June 2027)	P		P		P	P			P				
Meaghan Kent	2-year initial term (June 2026)	P		P		P	P			E				
Lloyd Goradesky	2-year initial term (June 2026)	E		P		E	P			P				
Marc Aptakin	2-year initial term (June 2026)	P		P		E	P			P				
Jennifer Love Gironda	2-year initial term Option for (November 2025) additional 2-year term	P		P		P	P			P				

CANCELLED MEETING

P = PRESENT

A = ABSENT

E= EXCUSED

Parks and Recreation Board

Members	21-Jan	18-Feb	18-Mar	15-Apr	20-May	Summer break reconvene September	16-Sep	21-Oct	18-Nov	16-Dec	Date of meeting	Date of meeting	TOTAL UNEXCUSED ABSENCES	TOTAL EXCUSED	TOTAL ABSENCES	
Keith Roberts (Chair)	Present	Present	Present	Present	Present		Present	Present				N/A	0	0	0	
Richard Aube (Vice Chair)	Present	Absent	Present	Absent	Tardy		Tardy	Absent Excused				N/A	2	1	3	
Victoria Roeser	Present	Presnt	Present	Excused Absent	Tardy		Present	Absent				N/A	1	1	2	
Andy Li	Present	Present	Present	Present	Present		Present	Present				N/A	0	0	0	
John Mode	Excused Absent	Present	Excused Absent	Present	Present		Excused Absent	Present					0	3	3	
Jeff Hansen (Alternate)	Not Appointed yet	Present	Absent	Present	Present		Present	Present				N/A	0	1	1	

Dania Beach Police & Fire Fighters Retirement System Board of Trustees									
Trustee Attendance									
2024									
P= Present, A= Absent, AX= Absence Excused by phone, letter, fax or E-mail									9th
Meeting Date	Chairman	Vice Chair	FF	Retired Police	Rae	Patricia	David	Dean	member elected
2024	**Rogers**	**Neal**	**Sieb**	**Tarrant**	**Lair**	**Fuccile**	**Nuby, Jr**	**Harley**	**Carolyn Jones**
JAN.22	P	AX	P	P	AX	P	P	P	AX
FEB.26	P	P	AX	P	P	P	AX	P	AX
Mar.18 cancelled									
APRIL.15	P	P	AX	P	P	P	P	P	AX
May.20 cancelled									
									NEW Al Jones
JUNE.17	AX	P	AX	P	P	P	P	P	P
JULY.15 cancelled									
AUG. 19	P	P	P	P	P	AX	P	P	P
Sept.16 cancelled									
Oct. 21 cancelled	P	AX	AX	P	P	P	P	P	P
Nov.18 no quorum	P	P webex	AX	P webex	P	AX	AX	P	P
17-Aug	P	P	AX	P	P	P	P	P	AX
21-Sep	P	AX	AX	P	AX	AX	P	P	P
Oct cancelled									
16-Nov	P	P	AX	P	P	P	P	P	P
Dec cancelled									
Pres/Absent									
2025	**Rogers**	**Neal**	**Sieb**	**Tarrant**	**Lair**	**Fuccile**	**Nuby, Jr**	**Harley**	**Jones**
25-Jan	P	P	AX	P	P	P	P	P	AX
15-Feb	P	P	P	AX	P	P	AX	AX	AX
3/24/2025 cancelled									
14-Apr	P	P	P	P	P	AX	P	P	P
19-May	P	P	AX	AX	P	P	P	P	P
9-Jun	P	P	P	AX	P	P	P	P	P
7/21/2025 cancelled									
18-Aug	P	P	P	P	P	AX	AX	P	P
9.15.25 cancelled									
20-Oct									
17-Nov									
15-Dec									

MEMBER ATTENDANCE
YR 2025

P&Z BOARD	Date Appointed	1/15/2025	2/19/2025	3/19/2025	4/16/2025	5/21/2025	6/18/2025	7/16/2025	8/20/2025	9/17/2025	10/15/2025	11/19/2025	12/17/2025	Annual Total
Sascha Rauhe	12/10/2024		E	P	P	E	P	E		P				
W. Quin Robertson	12/10/2024		P	P	E	P	P	E		P				
Randall Wright	12/10/2024		P	P	P	P	P	P		E				
Gabriel De Las Salas	1/14/2025		P	P	P	P	P	P		P				
Joanna Granett	1/28/2025		P	P	P	P	P	P		P				
~~Brandy Oliver~~	~~01/14/25-09/2025~~	Meeting Cancelled						P	Meeting Cancelled					
Tobin Silver	1/14/2025				P	P		P		P				

P = PRESENT
A = ABSENT
E= EXCUSED

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, OCTOBER 14, 2025 - 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

Mayor Davis called the meeting to order at 7:00 p.m.

Present:
Mayor Joyce L. Davis
Vice-Mayor Marco A. Salvino, Sr.
Commissioner Lori Lewellen
Commissioner Luis Rimoli
Commissioner A. J. Ryan IV

City Manager Ana M. Garcia, ICMA-CM
City Attorney Eve Boutsis
City Clerk Elora Riera

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Davis called for a moment of silence followed by the Pledge of Allegiance to the United States Flag.

City Attorney Boutsis read the Statement of Decorum.

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

3.1 Special Event Application:

- Blue Ridge Tree Farm Christmas Sale
- Tree Om Sound Bath Meditation (Annual Application)
- Rita Crockett RCBSA Grand Opening (Rescheduled Date)

There was Commission consensus to approve the special event applications.

3.2 Freebee Presentation — Sponsored by Commissioner Ryan

Commissioner Ryan introduced the item.

Vice President of Freebee Claudia Miro presented a PowerPoint presentation on Freebee and how it works and can be used within the City.

3.3 Request for Proclamation Approval — Florida City Week, October 20–26, 2025 — *Sponsored by Mayor Davis*

There was consensus to approve the proclamation request.

4. PROCLAMATIONS

4.1 Domestic Violence Awareness Month - October 2025 - *Sponsored by Mayor Davis*

Commissioner Lewellen read the proclamation into the record.

4.2 Breast Cancer Awareness Month - October 2025 - *Sponsored by Mayor Davis*

Mayor Davis read the proclamation into the record and presented the proclamation to former Mayor Bobbie Grace. Former Mayor Grace spoke and thanked everyone for the recognition.

4.3 Cybersecurity Awareness Month - October 2025 - *IT Department*

City Attorney Boutsis read the proclamation into the record, and the proclamation was introduced to the IT Department. Director of IT Darryl McFarlane thanked the Commission for the recognition and reminded everyone of the importance of cybersecurity awareness.

4.3 Florida City Week - October 20-26, 2025 - *Sponsored by Mayor Davis*

Mayor Davis read the proclamation into the record.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

City Manager Garcia provided her administrative report and touched on the following:

- Commendations to Broward Sheriff's Office, Parks and Recreation, and Marketing and Communications teams
- Dania After Dark – Oktoberfest
- Olsen Middle School remaining open
- Update on C.W. Thomas Park
- Meeting with Calvin Giordano and Associates regarding Chester Byrd Park design
- Frost Park re-sod and re-grade
- Update on Gulfstream Road
- Commendations to Fernando Rodriguez and Sean Schutten for their proactive efforts
- 1st Annual Serving Joy Food Distribution
- Grand Opening/Ribbon Cutting for 101 Dania
- Grant application for Dania Cove Park
- Commencement of SW 34th Terrace drainage project

5.2 City Attorney

City Attorney Boutsis had nothing to report.

5.3 City Clerk - Reminders

City Clerk Riera reminded the Commission of the following upcoming meetings:

- October 28, 2025 - City Commission Meeting - 7 p.m.
- November 18, 2025 - CRA Board Meeting - 6 p.m.
- November 18, 2025 - Commission Meeting - 7 p.m.

6. **PUBLIC SAFETY REPORTS**

Mayor Davis allowed a student speaker to speak prior to the public safety report regarding a safety request for students.

- Caleb Laroff – 106 SE 4th Terr.

Captain Tarala addressed Mr. Laroff and stated that deputies would be assigned to the area tomorrow. He provided the following updates: an arrest made by the Threat Management and CST Units; continued patrols in City parks, including an arrest at Chester Byrd Park; the successful implementation of the Oktoberfest security plan; security coverage for the recent 5K run and Friday and Saturday operations at Dania Pointe; and preparations for the International Soccer Teams staying in the City.

Captain Tarala also noted that area checks continue at local Jewish institutions. He informed the Commission that Deputy Reyes of the Homeless Outreach Team has been promoted to Detective and will be leaving the City. Detective Reyes is expected to attend the next meeting to say goodbye. He noted the department will begin interviews shortly for his replacement.

Fire Chief Pellecer reported on the partnership with the Department of Transportation and said they recently hosted a multi-agency meeting and tabletop exercise at Fire Station 17 focusing on the new I-95/I-595 ramp construction. Fire units toured the new construction area to ensure familiarity for emergency response.

Chief Pellecer commented on the success of the Dania Beach 5K and expressed appreciation to Mayor Davis for being his walking partner. He also thanked the City for its continued support, noting that all fire units are now being equipped with new touchscreen radios that are easier to use in the field and automatically update. He announced plans to present the Firefighter of the Year at an upcoming Commission meeting.

7. **CITIZENS' COMMENTS**

- There were no citizens' comments.

8. **CONSENT AGENDA**

Vice Mayor Salvino made a motion to approve the consent agenda. The motion was seconded by Commissioner Lewellen which carried unanimously on voice vote.

8.1 Minutes: September 25, 2025 City Commission Meeting

Approved under consent agenda.

8.2 Travel Requests: None.

8.3 RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REPEALING RESOLUTION NO. 2025-082, ADOPTED ON JUNE 10, 2025; AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A REVISED SUBSTITUTE AGREEMENT WITH FLORIDA EAST COAST RAILWAY, L.L.C. (FECR) AND BRIGHTLINE TRAINS FLORIDA, LLC TO INCLUDE UPDATED LANGUAGE REQUESTED BY THE PARTIES RELATING TO THE BROWARD COUNTY SEALED CORRIDOR PROJECT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.4 Approval for Use of City Logo – Rita Crockett Beach Sports Academy - *Parks & Recreation*

Approved under consent agenda.

8.5 Request for Use of Discretionary Funds – Rita Crockett Beach Sports Academy – *Sponsored by Mayor Davis*

Approved under consent agenda.

8.6 Request for Use of Discretionary Funds to Support the Dania Beach Lions Club - Moonlight Car Show, March 21, 2026 - *Sponsored by Commissioner Rimoli*

Approved under consent agenda.

9. **BIDS AND REQUESTS FOR PROPOSALS**

There were none.

10. **QUASI-JUDICIAL HEARINGS**

10.1 *(This item will be taken after Agenda Item 12.1)*
RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE PLAT NOTE AMENDMENT (DR-007-25) FOR THE "DANIA POINTE" PLAT; SUBMITTED BY DANIA LIVE 1748, LLC, DANIA LIVE 1748 II, LLC, SPIRIT AIRLINES, INC., AND DISCOUNT AUTO PARTS, LLC, FOR THE PROPERTY LOCATED NORTH OF STIRLING ROAD, EAST OF INTERSTATE 95, AND WEST OF BRYAN ROAD, WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(Community Development)

This item was taken with item 12.1. Motion was made after item 12.1.

Commissioner Lewellen made a motion to approve the item. The motion was seconded by Vice Mayor Salvino which carried unanimously on voice vote.

11. **FIRST READING ORDINANCES**

None.

12. **SECOND READING ORDINANCES**

12.1 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING AMENDMENTS TO THE DANIA POINTE DESIGN DEVELOPMENT GUIDELINES (DDG) (RZ-006-25) AS TO COMMERCIAL SQUARE FOOTAGE, NUMBER OF HOTEL UNITS, ADDITIONAL RESIDENTIAL UNITS, AND OTHER MODIFICATIONS TO THE GUIDELINES, SUBMITTED BY DANIA LIVE 1748, LLC, DANIA LIVE 1748 II, LLC, SPIRIT AIRLINES, INC., AND DISCOUNT AUTO PARTS, LLC, FOR THE PROPERTY LOCATED NORTH OF STIRLING ROAD, EAST OF INTERSTATE 95, AND WEST OF BRYAN ROAD WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

This item was taken before item 10.1.

City Attorney Boutsis read the title of the ordinance.

Deputy Director of Community Development, Corinne Lajoie introduced the item.

Mayor Davis asked for anyone wishing to speak on the item and there was none.

Dennis Mele of Greenspoon Marder LLP on behalf of the applicant spoke on the item.

Commissioner Lewellen made a motion to approve the ordinance on second reading. The motion was seconded by Vice Mayor Salvino which carried unanimously.

13. **DISCUSSION AND POSSIBLE ACTION**

None.

14. **APPOINTMENTS**

14.1 - Green Advisory Board - 1 vacancy - Vice Mayor Salvino appointment
- Education Advisory Board - 1 vacancy - Commissioner Ryan
- Marine Advisory Board - 1 vacancy - Commissioner Ryan

Vice Mayor Salvino nominated Marlene Zunzunegui if she is still interested in serving. There was Commission consensus to appoint Ms. Zunzunegui.

Vice Mayor Salvino expressed concern on the declining attendance for the Marine Advisory Board and suggested reaching out to them to ensure their needs are met. City Clerk Riera advised that the clerk's office will reach out to their liaison for an update at an upcoming meeting.

Commissioner Ryan has nominations for both boards and is waiting for confirmation from the nominees before a final commitment. He will defer his appointments to the next meeting.

15. **COMMISSION COMMENTS**

15.1 Commissioner Lewellen

Commissioner Lewellen commented that Dania After Dark was a roaring success and she loves seeing Cassi on Deco Drive. The event ran very smoothly and there were no issues.

Commissioner Lewellen said she is happy to hear that Dr. Hepburn has said that Olsen Middle School is safe but expressed concerns with the repeated threat of shutting schools noting it harms students, parents, and enrollment. She emphasized the need for continued advocacy, contacting board members, and proposing alternatives to school closures, particularly given residents' paying 50 million in taxes to the school board regardless of whether it is two schools or three.

She shared that she was invited by the Estates of Fort Lauderdale Women's Club to speak on women in leadership. While there, issues came up related to the City. Most of the comments were compliments to city staff and management. One woman spoke of the effective response to the 2023 flooding and improvements to the drainage system, crediting Public Services and City leadership for their efforts.

15.2 Commissioner Rimoli

Commissioner Rimoli echoed Commissioner Lewellen's comments and thanked Deputy City Manager Sosa-Cruz and Public Services. He said he is continually getting calls and texts regarding the flooding on Southeast Fifth Avenue, all he has to do is send a text and the Public Services department is on it. He read a resident's letter commending Chris of Public Services. The resident described Chris as kind, respectful, and attentive while working near their home, even apologizing for minor disruptions and taking time to tidy the area. He thanked Deputy City Manager Sosa-Cruz, Fernando Rodriguez, Sean Schutten, and their entire team for their excellent work and positive community engagement.

Commissioner Rimoli praised the Parks and Recreation team on an amazing job with Oktoberfest. He commented that he was unable to attend the 5K run at Dania Pointe as he had

committed to attending the rededication of the Christopher Columbus statue at Port Everglades, hosted by the Italian American Club. The event was well attended by local officials and provided an opportunity for him to represent the City of Dania Beach. He expressed appreciation to Dominic, a resident and active chamber member and thanked him for the invitation.

15.3 Commissioner Ryan

Commissioner Ryan commented that the civic sign ceremony was great and noted plans to add a few more civic associations, including the Dania Beach Improvement Committee. He recognized resident Richard Aube for originally suggesting the idea and thanked the Commission, city staff, and Parks and Recreation for their excellent work on the project and landscaping. He said Dania After Dark was a great success and the 5K run was a great way to burn some calories the next day. It was a great way to kick off the fall season, and he looks forward to future fall events.

15.4 Vice-Mayor Salvino

Vice Mayor Salvino thanked city staff and City Manager Garcia on how well-run Dania After Dark was. He said it was very impressive, and he could not believe how many people were in attendance. It is great to have these events in our City, and the City is doing a great job selecting staff as these events could not happen without them.

15.5 Mayor Davis

Mayor Davis thanked City Manager Garcia and city staff for their responsiveness in accommodating a wheelchair-bound North Miami Beach resident who wanted to attend Dania After Dark, she commended their commitment to accessibility. She commented that the fourth annual 5K Fun Run was sold out and she thanked Lululemon for their sponsorship of the event. She noted over $6,000.00 was raised for the Alzheimer's Association and thanked Dania Pointe for their partnership.

Mayor Davis recognized the Lions Club, other service clubs, and Commissioner Ryan for leading the service club sign project, as well as resident Richard Aube for his early involvement. She thanked and congratulated Lou and Joy Moshakos, owners of Lucky Fish on opening their new venue, Lucky Lou's, in Deerfield Beach. She noted she attended the grand opening of Face Foundrie a new facial spa at Dania Pointe.

Mayor Davis stated that the city is thriving and expressed gratitude for the opportunity to work with her colleagues.

City Attorney Boutsis commented that she reached out to the law firm employing the resident on the Planning and Zoning Board and confirmed that he can participate on the board and City Clerk Riera also clarified that he replaced the resident who moved out of state.

16. **ADJOURNMENT**

Mayor Davis adjourned the meeting at 8:35 p.m.

ATTEST:

CITY OF DANIA BEACH

_____

ELORA RIERA, MMC
CITY CLERK

_____

JOYCE L. DAVIS
MAYOR

Approved:

October 28, 2025

City of Dania Beach
Public Services Memorandum

DATE: 10/28/2025

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Fernando J. Rodriguez, Public Services Director
Sean Schutten, Public Services Deputy Director

SUBJECT: **UPDATED ACCESS AND USE AGREEMENT WITH BROWARD COUNTY FOR THE SHORE PROTECTION PROJECT, SEGMENT III**

Request:
The Public Services Department (PSD) requests Commission approval of a Resolution repealing Resolution No. 2025-007 and authorizing execution of a revised Access and Use Agreement with Broward County for the Shore Protection Project, Segment III.

Background:
On January 14, 2025, the City Commission approved Resolution No. 2025-007, which authorized a Temporary Access Agreement with Broward County. The agreement permitted temporary use of City-owned coastal property and the Public Services Yard for beach tilling, escarpment removal, and staging activities under the County-administered Segment III Shore Protection Project.

Broward County has since revised its standard agreement format. The new Access and Use Agreement extends the term of access to November 1, 2030, and broadens the authorized scope to include the design, construction, inspection, and maintenance components of the Shore Protection Project. It also updates notice procedures, includes statutory public records language, and aligns insurance requirements with County Risk Management standards.

The project remains federally authorized and managed by Broward County under a Florida Department of Environmental Protection permit. The updated agreement continues to involve no financial obligation to the City. Routine beach cleaning and maintenance will continue to be performed by the City's Public Services Department.

Budgetary Impact
There is no budgetary impact to the City.

Recommendation
PSD recommends that the City Commission repeal Resolution No. 2025-007 and authorize execution of the updated Access and Use Agreement with Broward County for the Shore

Protection Project, Segment III. This action will ensure continued intergovernmental coordination with Broward County and the U.S. Army Corps of Engineers for the ongoing coastal protection and beach renourishment efforts within the City of Dania Beach.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REPEALING RESOLUTION NO. 2025-007 AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN UPDATED ACCESS AND USE AGREEMENT WITH BROWARD COUNTY FOR THE SHORE PROTECTION PROJECT, SEGMENT III; PROVIDING FOR NO FISCAL IMPACT TO THE CITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission previously adopted Resolution No. 2025-007 on January 14, 2025, authorizing the City to enter into a Temporary Access Agreement with Broward County for the Shore Protection Project, Segment III, to allow temporary access and staging on City-owned property to support beach tilling and escarpment removal; and

WHEREAS, Broward County has since updated its standard form of agreement to a new *Access and Use Agreement* that expands the scope of authorized activities to include the design, construction, inspection, and maintenance phases of the Shore Protection Project, Segment III, and extends the term of access through November 1, 2030; and

WHEREAS, the Public Services Department and City Attorney's Office have reviewed the proposed Access and Use Agreement and determined that it maintains the same purpose and intent as the previously approved Temporary Access Agreement, with no financial commitment required by the City; and

WHEREAS, the City continues to support the County's administration of the federally authorized Shore Protection Project and recommends approval of the updated agreement to ensure continued coordination and compliance with the Florida Department of Environmental Protection permit for beach restoration and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "WHEREAS" clauses are ratified and confirmed to be true and correct and are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission hereby repeals Resolution No. 2025-007 and approves the updated Access and Use Agreement with Broward County for the Shore Protection Project, Segment III, attached and incorporated by this reference into this Resolution as Exhibit "A."

Section 3. That the proper City officials are authorized to execute the Access and Use Agreement and any related documents necessary to implement the intent of this Resolution.

Section 4. That this Resolution involves no fiscal impact to the City.

Section 5. That all resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 6. That this Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND BROWARD COUNTY FOR THE ACCESS AND USE OF CITY PROPERTY FOR THE SHORE PROTECTION PROJECT, SEGMENT III

This Access and Use Agreement ("Agreement") is entered and entered into this _____ day of _____, 2025 between the City of Dania Beach, a municipal corporation of the State of Florida, whose address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33304 ("City"), and Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. Since the inception of the Beach Management Program in the late 1960s, County has acted as the local sponsor for the U.S. Army Corps of Engineers ("Corps") Shore Protection Project Segment III ("Segment III SPP") through Interlocal Agreement, which includes sand replenishment projects above and below mean high water, dune projects, beach tilling, and escarpment removal.

B. County holds a Consolidated Joint Coastal Permit and Sovereign Submerged Lands Authorization issued by the Florida Department of Environmental Protection ("FDEP"), Permit number 0163435-015-JC ("Permit"), as may be amended, to perform sand replenishment projects above and below mean high water, dune projects, beach tilling, escarpment removal, and other activities as part of the Segment III SPP. Facilitation of the Segment III SPP occurs at various locations, including City's property.

C. City is the owner of certain property, as defined in Exhibit A of this Agreement ("Property"). City previously authorized County to access and use its Property to perform beach tilling and escarpment removal activities required by the FDEP Permit.

D. County desires continued access on, over, across, and through the Property for the purpose of facilitating the design, construction, installation, inspection, and maintenance of the Segment III SPP.

E. County also desires authorization to utilize portions of the Property marked "Staging Areas" to stage and store vehicles and equipment overnight that are necessary to facilitate the Segment III SPP.

F. City desires to continue the County's access and use of the Property in accordance with the terms set forth herein so that County may help facilitate and complete the Segment III SPP.

NOW, THEREFORE, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00), the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and such recitals are incorporated herein by reference.

2. Grant of Access. City hereby grants unto County, its contractors, subcontractors, consultants, and employees access on, over, across, and through the Property to perform Segment III project activities as well as inspection and monitoring of the same and any incidental uses necessary thereto, during the term of this Agreement as hereinafter described. Specifically, the County and its contractors, subcontractors, consultants, and employees are authorized to facilitate the Segment III project defined in Exhibit A. County and its contractors, subcontractors, consultants, and employees may stage and store equipment and vehicles overnight at the staging and storing locations described in Exhibit A and indicated on the map. Beach access points are not needed as of the Effective Date of this Agreement. However, if during the course of the project, County determines that beach access points are necessary, the Parties may amend this Agreement, in accordance with Paragraph 16, to authorize County and its contractors, subcontractors, consultants, and employees to access the beach at specified locations.

3. Term. The Agreement shall be effective as of the date it is fully executed by the Parties ("Effective Date") and shall continue until November 1, 2030.

4. Obligation to Restore. City will continue to be responsible for regular maintenance of the Segment III SPP, including, but not limited to, trash pickup, mechanical beach cleaning, and dune maintenance. However, if the Property or any property located thereon is damaged by County or County's contractors, subcontractors, consultants, or employees as a result of their entry upon or use of the Property, County shall, at its expense, promptly and with due diligence restore and repair the damaged portion(s) of the Property or property located thereon to the same condition as existed prior to County's use of the Property.

5. Termination. This Agreement may be terminated:

a. For cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience in accordance with Section 5(c).

b. For convenience by either Party with at least thirty (30) calendar days' advance written notice to City. The Parties acknowledge they received good, valuable, and sufficient consideration for the right to terminate this Agreement for convenience including in the form of their obligation to provide advance notice of such termination in accordance with this section.

c. By the Broward County Administrator ("County Administrator") upon such notice as the County Administrator deems appropriate under the circumstances if the

County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public, health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to City's failure to comply with any term(s) of this Agreement.

6. Insurance. The Parties are entities subject to Section 768.28, Florida Statutes. County will maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. Upon request, County shall provide written verification of liability protection in accordance with state law. Prior to any County contractor, subcontractor, or consultant using the Property, County shall require such contractor, subcontractor, or consultant to provide insurance coverage with minimum limits of coverage as required by County's Risk Management Division, and naming County and City as additional insureds on the commercial general liability and business automobile liability policies.

7. Governmental Immunity and Liability. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law. County will include indemnification language, substantially in the form below, in all contracts whereby County allows a party to access the Property pursuant to this Agreement:

> Contractor shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend County and City, or their officers, agents, servants, and employees (collectively and individually "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding

is brought against an Indemnified Party by reason of any such claim, cause of action, or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit *or* proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend County and City. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

8. Disruption. County will require all contractors, subcontractors, and consultants to utilize their best efforts to minimize impacts and disruption to City's Property and surrounding areas.

9. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

For County:
Real Property Section
Broward County Governmental Center, Room 326
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

For City:
City Manager
City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33304

10. Public Records. The Parties shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701, Florida Statutes.

11. Binding Effect. Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.

12. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

13. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

14. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

15. Further Assurances. The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.

16. Amendments. The Contract Administrator is authorized to amend this Agreement to modify the access and staging locations if Parties reasonably determine the access staging locations identified in Exhibit A are unsuitable. Unless expressly authorized herein, no modification, amendment, or alternation of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the City and County.

17. Survival. Either Party's right to monitor, evaluate, enforce, audit, and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement but shall expire upon expiration of the statute of limitation as to that particular matter. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable but shall expire upon expiration of the statute of limitation as to that particular matter.

18. Independent Contractor. Each Party is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, neither that Party nor its agents shall act as officers, employees, or agents of the other Party. The Parties shall not have the right to bind either Party to any obligation not expressly undertaken by that Party under this Agreement.

19. Third Party Beneficiaries. Neither Party intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

20. Assignment. Neither this Agreement nor any right or interest herein may be assigned by either Party without the prior written consent of the other Party. This provision shall not be construed to prohibit County from allowing others performing services for County related to the Shore Protection Project, Segment III, to use the Property; such use, however, shall not confer any right of the other Party to claim any rights under this Agreement. If a Party violates this provision, the other Party shall have the right to immediately terminate this Agreement.

21. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

22. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.

23. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or applicable law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

24. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

25. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

26. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

27. Incorporation by Reference. The attached exhibit is incorporated into and made a part of this Agreement.

28. Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or prevent the exercise of any right either Party may otherwise have to terminate this Agreement.

29. Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Access and Use Agreement for the Shore Protection Project, Segment III on the respective dates under each signature: Broward County, by and through its Board of County Commissioners, signing by its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of_____, 2025, and City of Dania Beach, signing by and through its _____, duly authorized to execute same by Commission action on the ____ day of _____, 2025.

COUNTY

ATTEST:

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
Its Board of County Commissioners

By: _____
Mayor

____ day of _____, 2025

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By_____
Jennifer D. Brown (Date)
Senior Assistant County Attorney

By_____
Maite Azcoitia (Date)
Deputy County Attorney

JDB/gmb
__/___/2025
#

AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND BROWARD COUNTY FOR THE ACCESS AND USE OF CITY PROPERTY FOR THE SHORE PROTECTION PROJECT, SEGMENT III

CITY

City of Dania Beach, a
Florida Municipal Corporation

ATTEST:

By: _____
JOYCE L. DAVIS,
MAYOR

_____
ELORA RIERA, MMC
CITY CLERK

_____
ANA M. GARCIA, ICMA-CM
CITY MANAGER

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

_____
EVE A. BOUTSIS
CITY ATTORNEY

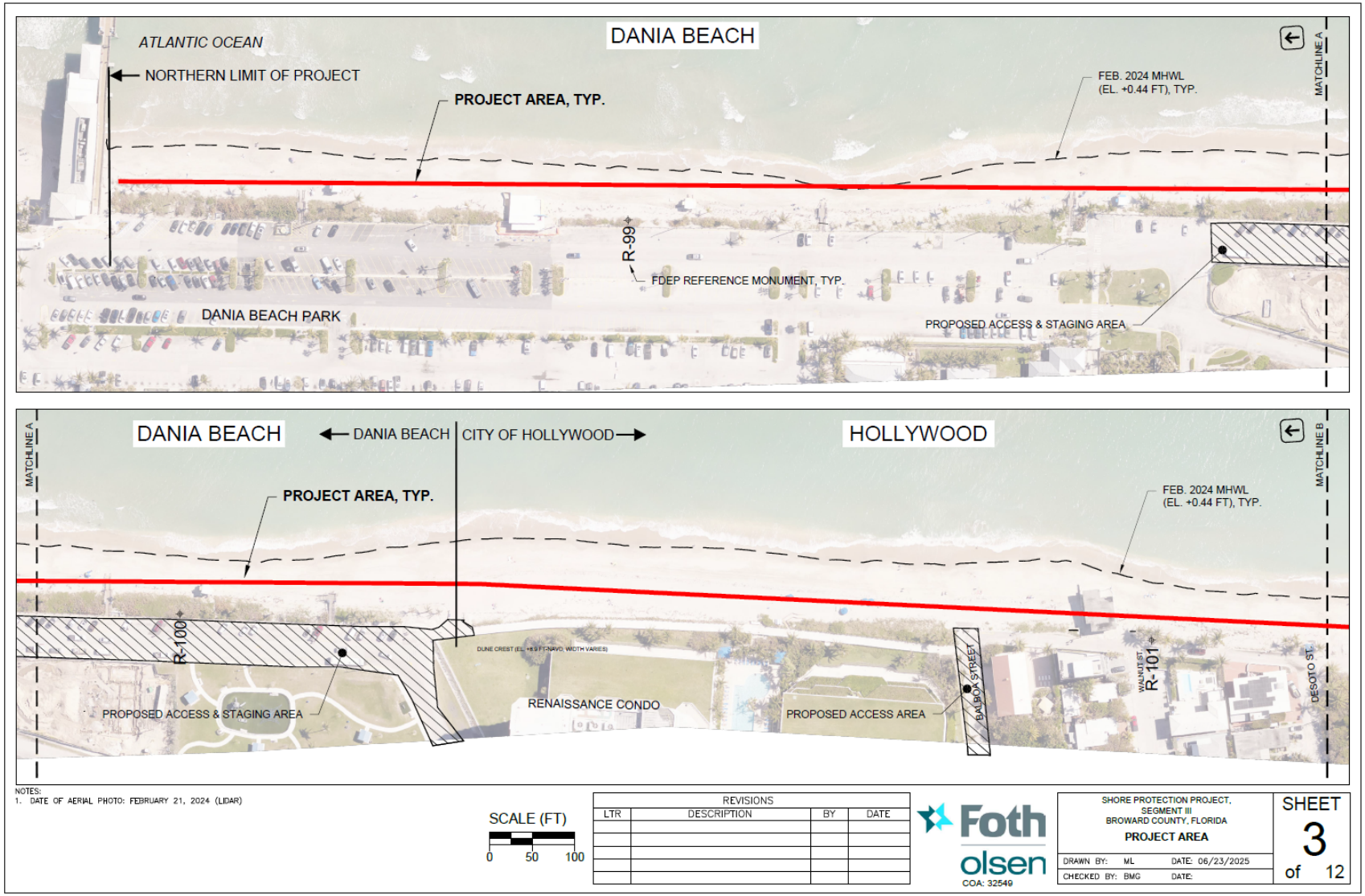
Exhibit A
Property

SHORE PROTECTION PROJECT, SEGMENT III LOCATION:

The sandy beach above the mean high water line to the easternmost edge of the dune vegetation, seawall, or other structure from the Dania Pier, approximately Florida Department of Environmental Protection Range Monument (R) 98, to R-100.

STORING AND STAGING AREAS:

- The parking lot for the Dania Beach Pier located at 300 North Beach Road.
- 1201 Stirling Road. Up to two (2) semi-trailers each with maximum length of 75’ and width of 9’ may be stored at this location.



NOTES:
1. DATE OF AERIAL PHOTO: FEBRUARY 21, 2024 (LIDAR)

SCALE (FT)
0 50 100

REVISIONS			
LTR	DESCRIPTION	BY	DATE

Foth olsen
COA: 32549

SHORE PROTECTION PROJECT,
SEGMENT III
BROWARD COUNTY, FLORIDA
PROJECT AREA

DRAWN BY: ML DATE: 06/23/2025
CHECKED BY: BMG DATE:

SHEET 3 of 12

City of Dania Beach
Public Services Memorandum

DATE: 10/28/2025

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Fernando J. Rodriguez, Public Services Director
Sean Schutten, Public Services Deputy Director

SUBJECT: **AUTHORIZATION TO EXECUTE AN AGREEMENT WITH INTERACID GROUP UNDER CONTRACT ITB NO. 25-016 FOR THE WATER TREATMENT PLANT'S (WTP) SULFURIC ACID MEMBRANE FILTRATION SYSTEM**

Request:
The Public Services Department (PSD) is seeking authorization from the City Commission to utilize the City of Deerfield Beach Contract No. ITB #25-016 for the purchase of sulfuric acid from Interacid Group. The contract, through the Southeast Florida Governmental Purchasing Cooperative Group Contract, is effective July 8, 2025, through July 16, 2028. PSD is also requesting authorization to exceed the City's single vendor annual purchasing threshold of $50,000 for the term of the contract period.

Background:
WTP uses sulfuric acid to adjust the raw water supply's PH levels to prevent damage to the membrane filtration filters. The membrane filtration system is used along with other treatment processes to improve the water quality for Dania Beach customers.

Budgetary Impact
The projected cost for this coming year is $210,000. Funding for this request will be appropriated from the WTP "Operating Supplies Chemicals" Account No. 401-33-03-533-52-40.

Recommendation
PSD recommends the authorization to utilize the City of Deerfield Beach Contract No. ITB #25-016 through the Southeast Florida Governmental Purchasing Cooperative Group Contract with Interacid Group for the purchase of sulfuric acid and for approval to exceed the annual single vendor purchasing amount threshold of $50,000.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT UNDER THE CITY OF DEERFIELD BEACH CONTRACT ITB NO. 25-016, THROUGH THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE PURCHASING GROUP, FOR SULFURIC ACID FROM INTERACID GROUP, VALID THROUGH JULY 16, 2028, AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the City's Procurement Policy authorizes the City to utilize Southeast Florida Governmental Purchasing Cooperative Purchasing Group Contracts for services; and

WHEREAS, Public Services intends to utilize the Southeast Florida Governmental Purchasing Cooperative Purchasing Group Contracts for services issued by the City of Deerfield Beach Contract No. ITB #25-016 with Interacid Group for the purchase of sulfuric acid; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold at Fifty Thousand Dollars ($50,000.00) for a vendor each fiscal year; and

WHEREAS, sulfuric acid is required by the water treatment plant daily in the processing of raw water via its membrane system; and

WHEREAS, the Public Services Department is seeking authorization from the City Commission to utilize the City of Deerfield Beach Contract No. ITB #25-016 through the Southeast Florida Governmental Purchasing Cooperative Group Contract, effective July 8, 2025

through July 16, 2028, with Interacid Group for the purchase of sulfuric acid, which Agreement is attached as Exhibit "A", and which is made a part of and is incorporated into this Resolution by this reference; authorization is also being requested to exceed the City's threshold of Fifty Thousand Dollars ($50,000.00) for a single vendor each year that the contract is in place therefore, City Commission approval is required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the Public Services Department to utilize the City of Deerfield Beach Contract No. ITB #25-016 through the Southeast Florida Governmental Purchasing Cooperative Purchasing Group Contract, with Interacid Group for the purchase of sulfuric acid. Authorization is also being requested to exceed the annual amount of Fifty Thousand Dollars ($50,000.00) purchase threshold for a single vendor each fiscal year that the contract is in place.

Section 3. That funding for water plant chemicals is planned and appropriated in the Water Fund's Water Plant Division Operating Supplies Chemical Account Number 401-33-03-533-52-40.

Section 4. That the City is authorized to use the existing Cooperative Group contract through its expiration date of July 16, 2028.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall become effective 10 days after adoption.

SIGNATURES ON THE FOLLOWING PAGE

PASSED and ADOPTED on _____, 2025.

Motion by_____, second by_____.

FINAL VOTE ON ADOPTION:	Unanimous _____	
	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A BOUTSIS
CITY ATTORNEY

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND INTERACID NORTH AMERICA INC., TO PURCHASE SULFURIC ACID UNDER THE CITY OF DEERFIELD BEACH, FLORIDA, INVITATION TO BID NO. 25-016, THROUGH THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP.

This is an Agreement ("Agreement") dated _____, 2025, between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Interacid North America, Inc. ("Vendor"), 10210 Highland Manor Drive, Suite 140, Tampa, Florida 33610, contact Brent Shonka, contract@interacidna.com.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. The current contract issued under ITB No. 25-016, between the City of Deerfield Beach and the Vendor, a copy of which is attached as Exhibit "A", and made a part of and is incorporated into this Agreement by this reference, shall be considered a part of this Agreement between the City and the Vendor; provided, however, that if Vendor contracts with any other governmental agency in Florida and service rates are lower than those afforded to any entity for such purchases, then Vendor shall provide such lower rates to the City.

2. The current Agreement between the City of Deerfield Beach, through the Southeast Florida Governmental Purchasing Cooperative Group, and the Vendor expires on July 16, 2028.

3. Any reference to the City of Deerfield Beach throughout Exhibit A is replaced with the City of Dania Beach.

4. Notices: Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

City:	Ana M. Garcia, ICMA-CM, City Manager City of Dania Beach, Florida 100 West Dania Beach Boulevard Dania Beach, Florida 33004
With a copy to:	Eve A. Boutsis City Attorney City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, Florida 33004

Vendor: Mr. Brent Shonka
Interacid North America, Inc.
10210 Highland Manor Drive, Suite 140
Tampa, Florida 33610

5. Any insurance policy required pursuant to Exhibit A, would name the City of Dania Beach as additional insured. A copy of the insurance certificate shall be provided to the City of Dania Beach upon execution of this piggyback agreement.

6. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS

EVE A. BOUTSIS, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

VENDOR:
Interacid North America, Inc.
a Florida corporation

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
PRINT Name

_____
Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025, by _____ (name), _____ (title), of Interacid North America, Inc., a Florida corporation, who is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC
State of Florida

My Commission Expires:

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CONTRACT TO PROVIDE SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS

This Contract is made and entered into this 17 day of July, 2025 (the "Effective Date"), by and between the City of Deerfield Beach ("City"), a municipal corporation of the State of Florida and Interacid North America, Inc., a Florida Profit Corporation authorized to business in the State of Florida ("Secondary Contractor").

W I T N E S S E T H:

WHEREAS, on April 18, 2025, the City, as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (the "Group"), issued Invitation to Bid No. 25-016 (the "ITB"), for the supply and delivery of Sulfuric Acid 93% for the water treatment plant operations to the City and the Group's participating members (the "Services); and

WHEREAS, the Services are delineated in the ITB; and

WHEREAS, the Purchasing and Contract Division (the "Division") reviewed the two (2) responses, and after discussion with the Department of Environmental Services (ES), it was determined that the ITB be awarded to both bidders whose bids offered the lowest price and cost, best value and availability of the products for the Services; and

WHEREAS, on July 8, 2025, the City Commission passed Resolution No. 2025/120 approving the award of the ITB to Secondary Contractor and authorized the City Manager to execute a Contract with the Secondary Contractor; and

WHEREAS, this Contract, the ITB and the Secondary Contractor's Bid Response constitute the entire Contract and describe the Services to be provided.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE 1
INTRODUCTION AND SCOPE OF SERVICES

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the ITB, the City's Notice of Intent to Award, together with Secondary Contractor's response to the ITB, attached as Exhibit "A", shall constitute the entire Contract. The parties agree that the Scope of Services, attached as Exhibit "B", is a description of obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, parts, equipment, tools and tasks which are such an inseparable part of the work described that exclusion would render performance by Secondary Contractor impractical, illogical, or unconscionable. The Secondary Contractor hereby acknowledges and agrees that the Scope of Services shall be on an as needed basis.

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1.3 Except as specifically modified herein, Secondary Contractor shall be bound by the terms and conditions and prices as set forth in the ITB and the Secondary Contractor's Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive Contract. The City may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the ITB, or any aspect of the Services if the City deems it to be in the best interest of the City.

1.5 Secondary Contractor acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2
TERM AND TIME OF PERFORMANCE

2.1 The initial Contract term shall be for three (3) years and shall commence on the Effective Date and end on July 16, 2028. The City reserves the right to renew the Contract for three (3) additional one (1) year renewal options, contingent upon City Manager approval and providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City as set forth in the ITB.

2.2 In the event Services are scheduled to end because of the expiration of the Contract, the Secondary Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3
COMPENSATION

3.1 The City agrees to compensate the Secondary Contractor for Services provided on an as-needed basis, in the manner specified in the ITB, based upon the amount/rates set forth in Secondary Contractor's Response for the Services. In accordance with the ITB, Secondary Contractor shall provide the products pursuant to a Purchase Order(s) issued by the City, and the City is only obligated to compensate Secondary Contractor based upon the applicable Purchaser Order and invoices provided by Secondary Contractor related to the applicable Purchaser Order. It is acknowledged and agreed by Secondary Contractor that the amount set forth on the applicable Purchase Order is the maximum payable and constitutes a limitation upon City's obligation to compensate Secondary Contractor for its

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Services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon Secondary Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to Secondary Contractor to reimburse its expenses.

3.2 The obligation of the City for payment to the Secondary Contractor is limited to the availability of funds appropriated in each fiscal period, and continuation of the contract into a subsequent fiscal period, regardless of contract term, is subject to appropriation of funds, unless otherwise authorized by law. If such appropriation is not approved, then the City may terminate this Contract for convenience.

3.3 The Secondary Contractor and the City shall abide by the Florida Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4
TERMINATION OR SUSPENSION

4.1 This Contract may be terminated for convenience by the City. Termination for convenience by the City shall be effective on the termination date stated in the written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

4.2 This Contract may be terminated for cause for reasons including, but not limited to, Secondary Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract, or other breach of this Contract. The termination date shall be not more than ten (10) days after the date of such written notice. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

4.3 In the event of the default of any of the terms, obligations, restrictions, or conditions of the Contract, inclusive of the requirements set forth in the ITB, by the Secondary Contractor, the CITY will consider the Secondary Contractor in breach of the Contract and shall give the Secondary Contractor written notice of such breach by registered, certified mail. Upon receipt of the notification, Secondary Contractor shall have three (3) calendar days to cure the default. In the event that Secondary Contractor fails to cure the default within the three (3) calendar day period, or the default is not remedied to the satisfaction and approval of the City , the City shall have all legal remedies available to it, including but not limited to termination of the Contract in which case the Secondary Contractor shall be liable for any and all damages permitted by law arising from the default and breach of Contract.

4.4 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this

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Contract.

4.5 In the event this Contract is terminated for convenience, Secondary Contractor shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. Secondary Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are, hereby acknowledged by Secondary Contractor, for City's right to terminate this Contract for convenience.

4.6 In the event this Contract is terminated for any reason, any amounts due Secondary Contractor shall be withheld by CITY until all documents are provided to City pursuant to Section 7.2 of Article 7.

4.7 Should at any time during the term of this Contract, including any option terms, the Secondary Contractor is in violation of any of the terms and conditions of this Contract, the City shall have the right to suspend the Secondary Contractor until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

4.8 In the event this Contract is terminated, the City may assign the Contract to another Contractor, or seek a new Contractor, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5
EEO AND ADA COMPLIANCE

5.1 Secondary Contractor shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. Secondary Contractor shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non- discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as City deems appropriate.

5.2 Secondary Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. Secondary Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Secondary Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

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ARTICLE 6
INSURANCE

6.1 Secondary Contractor shall provide to the City evidence of insurability meeting the insurance requirements stated herein. Secondary Contractor shall not commence the work or otherwise perform the work as required by the resulting Contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the City. Secondary Contractor shall assume full responsibility and expense to obtain all necessary insurance.

A. General

1. Secondary Contractor shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Contract (Solicitation Title and Number), and state that such insurance is as required by this Contract. Secondary Contractor's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the Contract.

2. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. Secondary Contractor shall be responsible to pay all deductible amounts, if any. Secondary Contractor shall specifically protect the City and the Deerfield Beach City Commission by naming the City and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.

3. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Secondary Contractor is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

4. City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Secondary Contractor uses a subcontractor, Secondary Contractor shall ensure that subcontractor names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

B. Coverages

Secondary Contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance as indicated with exes:

☒ Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars ($2,000.000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent successful Bidders, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific contract including any hold harmless and/or indemnification contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a Secondary and non-contributory basis.

☒ Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars ($1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

☒ Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) aggregate limit by disease and One Million Dollars ($1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker’s Compensation, proper documentation shall be provided.

☒ Pollution Liability Insurance - Pollution Liability Insurance for bodily injury, property damage, clean-up costs or corrective action and defense coverage with a limit of no less than $10,000,000 each incident and a general aggregate limit of no less than $10,000,000. This insurance shall include coverage for, but not be limited to; sudden and accidental discharges; dispersal; seepage; release or escape of any solid, liquid gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste material into or upon land or any structure on land, the atmosphere or any watercourse or body of water,

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including groundwater.

ARTICLE 7
MISCELLANEOUS

7.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of City, and, if a copyright is claimed, Secondary Contractor grants to City a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by Secondary Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Secondary Contractor to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to Secondary Contractor shall be withheld until all documents are received as provided herein.

7.2 AUDIT RIGHT; RETENTION OF RECORDS; PUBLIC RECORDS

City shall have the right to audit the books, records, and accounts of Secondary Contractor and its subcontractors that are related to this Project. Secondary Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of Secondary Contractor and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Secondary Contractor or its subcontractor, as applicable, shall make same available at no cost to City in written form.

Secondary Contractor and its subcontractors shall preserve and make available, at reasonable times for examination and audit by City , all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract . If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to Secondary Contractor's and its subcontractors' records, Secondary Contractor and its subcontractors shall comply with all requirements thereof; specifically, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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d. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Secondary Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the public agency. If Secondary Contractor does not comply with this section, the City shall enforce the Contract provisions in accordance with the Contract and may unilaterally cancel this Contract in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by Secondary Contractor or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Secondary Contractor shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 7.2.

IF SECONDARY CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SECONDARY CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

CITY CUSTODIAN OF PUBLIC RECORDS:
HEATHER MONTEMAYOR, CMC, CITY CLERK
150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441
954-480-4213
WEB.CLERK@DEERFIELD-BEACH.COM

7.3 INDEMNIFICATION

To the fullest extent permitted by law, Secondary Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Secondary Contractor, Secondary Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Secondary Contractor or anyone for whose acts Secondary Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City, its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Secondary Contractor of any obligation hereunder. Secondary Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28,

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Florida Statutes.

7.4 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the Secondary Contractor or disputes between City staff and the Secondary Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Secondary Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the Secondary Contractor to follow any such determination could be considered a material breach and subject the Secondary Contractor to termination for cause. The Secondary Contractor agrees that any complaints received by the City concerning misconduct on the part of the Secondary Contractor, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The Secondary Contractor agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

7.5 THIRD PARTY BENEFICIARIES

Neither Secondary Contractor nor City intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

7.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Rodney Brimlow, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR SECONDARY CONTRACTOR:

Brent Shonka
Interacid North America, Inc
10210 Highland Manor Drive, Suite 140
Tampa, FL 33610
contract@interacidna.com

7.7 MATERIALITY AND WAIVER OF BREACH

City and Secondary Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for

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quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

7.8 SEVERANCE

In the event a portion of this Contract found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Secondary Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.9 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

7.10 VENUE AND WAIVER OF JURY TRIAL

By entering into this Contract, Secondary Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract. This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Contract must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

7.11 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Secondary Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

7.12 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

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7.13 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

7.14 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7.15 SCRUTINIZED COMPANIES

a. Secondary Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract at its sole option if Secondary Contractor or its subcontractors are found to have submitted a false certification; or if Secondary Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

b. If this Contract is for more than one million dollars, Secondary Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract at its sole option if Secondary Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Secondary Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract .

c. Secondary Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Contract.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above- stated contracting prohibitions then they shall become inoperative.

7.16 VERIFICATION OF EMPLOYMENT ELIGIBILITY

Secondary Contractor and any subcontractor of Secondary Contractor shall comply with Sections 448.09 and 448.095, Fla. Stat., “Employment Eligibility,” including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Secondary Contractor, Secondary Contractor may not be awarded a public contract for a period of 1 year after the date of termination. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of the Secondary Contractor. In accordance with Section 448.095, Florida Statutes, Secondary Contractor is liable for any additional costs incurred by City as a result of termination of this Contract.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

7.17 COMPLIANCE WITH LAWS
Secondary Contractor shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Contract.

7.18 NON-COERCION AFFIDAVIT FOR LABOR OR SERVICES. In accordance with Section 787.06(13), Florida Statutes, as Secondary Contractor is a nongovernmental entity doing business with the City, Secondary Contractor is required to attest that it does not use coercion for labor or services. At the time of execution of this Agreement, Secondary Contractor shall submit the required Affidavit, which will be provided by the City's Procurement Division.

7.19 FOREIGN COUNTRIES OF CONCERN AFFIDAVIT. In accordance with Section 287.138, Florida Statutes, the Secondary Contractor is required to attest that it does not meet any of the criteria set forth in Paragraph 2 (a)-(c) of Section 287.138, Florida Statutes, as such terms are defined therein, as updated. At the time of execution of this Agreement, Secondary Contractor shall submit the required Affidavit, which will be provided by the City's Procurement Division.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

ATTEST:

DocuSigned by:
Heather Montemayor
5E72EBB3A1E04DD...

HEATHER MONTEMAYOR
CITY CLERK

CITY OF DEERFIELD BEACH

By: Signed by:
Rodney Brimlow
7A3014915AB5442...

RODNEY BRIMLOW, CITY MANAGER

Date: 7/17/2025 ,2025.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF DEERFIELD BEACH, FLORIDA, ONLY.

Signed by:
Anthony Soroka
5CAA0437D59A4C4...

ANTHONY C. SOROKA, CITY ATTORNEY

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CONTRACT TO PROVIDE SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS

INTERACID NORTH AMERICA, INC.

ATTEST:

Signed by: Brent Shonka D1B2FE93A29C4C1...

By: _____
Corporate Secretary

Signature

Print Name: Brent Shonka

Title: General Manager

Date: 7/1/2025 ,2025.

Witnesses:

Signed by: Katie Bain 91A19A0F47974D2...

_____
Signature

Katie Bain
Print Name

Signed by: Susan Forney AC66B64CCDCF411...

_____
Signature

Susan Forney
Print Name

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EXHIBIT “A”
CITY’S ITB #25-016, NOTICE OF INTENT TO AWARD AND CONTRACTOR’S RESPONSE

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Deerfield Beach
Florida

INVITATION TO BID

No. ITB 25-016

Sulfuric Acid 93% for Water Treatment Plant Operations

April 18, 2025

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ADVERTISEMENT, INVITATION TO BID NO. ITB 25-016, SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS

City of Deerfield Beach, a political subdivision of the State of Florida, will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide Sulfuric Acid 93% for Water Treatment Plant Operations, as specified in this Invitation to Bid (ITB).

A copy of the complete solicitation package and all related documents and requirements is available for download from the eProcurement Marketplace link on the Procurement and Contract Administration Division webpage of the City website at https://www.deerfield-beach.com/64/Purchasing.

1. DATE, TIME, AND PLACE DUE:

The Bid submittal deadline for submission of Bids in response to this ITB **is May 14, 2025 at 2:00 P.M. ET.** Bids shall be delivered electronically via the eProcurement Marketplace link on the webpage of the City website at https://www.deerfield-beach.com/64/Purchasing. The City shall not be responsible for a Bidder's inability to submit a response by the Close Date and time for any reason, including issues arising from the use of the eProcurement Marketplace

Bids will be opened immediately following the Bid Submittal Deadline and will be publicly opened in the Procurement and Contract Administration Division 2nd Floor, 401 SW 4th Street, Deerfield Beach, FL 33441 or virtually via Zoom. Bidders will receive an advance notification through the eProcurement Marketplace advising on which platform will be used. Interested parties may attend the opening. Bids submitted by any other means will not be accepted.

2. SOLICITATION PRE-SUBMITTAL CONFERENCE:

No Pre-bid Conference will be conducted for this solicitation

3. DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation to Bid is **May 9, 2025 at 5:00 P.M ET**. Questions and inquiries should be submitted via the eProcurement Marketplace link on the Procurement and Contract Administration Division webpage of the City website at https://www.deerfield-beach.com/64/Purchasing.

Important: A cone of silence is in place. See Section III.18 for details. Violations by a Bidder potential Bidder, or their representatives may result in sanctions.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

SOUTHEAST FLORIDA GOVERMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s),

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contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.

- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

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PURPOSE

The City of Deerfield Beach, Florida (City) invites qualified and experienced successful Bidder(s) to submit bids to provide the City and participating members of the Southeast Governmental Cooperative Group with Sulfuric Acid 93% for Water Treatment Plant Operations. Any further reference in the Invitation to Bid (ITB) to the City shall apply to all participating agencies referenced in the ITB.

SECTION I - RESPONSE REQUIREMENTS

1. Submission and Receipt of Responses

a. The City uses the eProcurement Marketplace to administer the competitive solicitation process, including but not limited to soliciting and receiving responses, issuing addenda, tabulating responses, posting results and issuing notification of an intended decision. Responses to this competitive solicitation will only be accepted from Bidders who submit electronically through the City's eProcurement Marketplace by the Close Date and Time indicated; hard copies will not be accepted. Bidders are strongly encouraged to read the successful Bidder Guides and Tutorials available in the eProcurement Marketplace well in advance of their intention of submitting a response to ensure familiarity with the eProcurement Marketplace and submitting a response through it. The City shall not be responsible for a Bidder's inability to submit a response by the closing date and time for any reason, including issues arising from the use of the eProcurement Marketplace.

b. All information submitted by Bidder shall be typewritten, scanned as an attachment, or provided as otherwise instructed in the solicitation documents. Bidders shall use and submit any applicable or required forms provided by the City and attach such to their response. Failure to use the forms provided by the City may cause the response to be rejected and deemed non-responsive.

c. Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entity's name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority to bind the business entity.

d. All responses will become the property of the City of Deerfield Beach. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

e. Responses will be publicly opened in the Procurement and Contract Administration Division, 2nd Floor, 401 SW 4th Street, Deerfield Beach, FL 33441, or virtually via Zoom. Bidders will receive an advance notification through the eProcurement Marketplace advising on which platform will be used. It is the responsibility of the Bidders to check

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

the eProcurement Marketplace constantly for the latest updates. Bids will be tabulated and made available for public inspection at such time as the City provides notice of an intended decision or until 30 days after the closing date and time, whichever is earlier.

2. Required Documents and Information

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. The documents and information the City requires each Bidder to submit with their response can be found in the "Response Attachments" tab within the eProcurement Marketplace for this competitive solicitation. Responses should seek to avoid information in excess of what is requested, must be concise, and must specifically address the requirements of this competitive solicitation.

The responses shall be organized and divided into the sections indicated. The "Response Attachments" are not inclusive of all the information that may be necessary to properly evaluate the response and determine whether the Bidder has the capacity to meet the requirements of the scope of work and specifications. Additional documents and information should be provided as deemed appropriate by the Bidder in response to specific requirements stated herein or through the competitive solicitation. The apparent silence of the scope of work and any amendment regarding any details or the omission from the scope of work of a detailed description concerning any goods or services requested, shall be regarded as meaning that only the best industry practices are to prevail, and that only goods and workmanship of first quality are to be delivered. All interpretations of the scope of work shall be made upon the basis of this Solicitation and if the Solicitation is silent, basedn industry standards of best practices**.**

3. Financial Plan, Capital, and Capabilities

The City may request the firm's financial audits and statements for the past two (2) reporting years (Income Statements and Balance Sheets). If your firm has financial audits and statements prepared by both existing employees and an external auditor or accountant, submit the financial audits and statements completed by the external auditor or accountant. Demonstrate your financial soundness and history of meeting financial obligations. Pursuant to Florida Statute 119.071 (1) General exemptions from inspection or copying of public records. (c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. Provide a general description of their financial condition and identify any conditions (e.g. bankruptcy, pending litigation, impending mergers) that may affect your firm's ability to perform and/or complete the work.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

4. ITB Schedule

Advertise Date	04/18/2025
Pre-bid Conference	N/A
Deadline for Questions	05/09/2025
Close Date and Time	05/14/2025
Projected Award/Commission Date	TBD
Contract Commencement Date	TBD

The City, in its sole discretion, reserves the rights to change this schedule of events.

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SECTION II - EVALUATION AND AWARD PROCEDURES

The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all responses, or terminate the competitive solicitation process at any time and secure the solicited products and services by any other lawful means. The City also reserves the right to waive minor irregularities or variations to the specifications and in the competitive solicitation process.

1. Variances

For purposes of evaluating responses, Bidders must submit any change, variance or exclusion requests, from the terms, conditions, specifications, scope of work, minimum qualifications, and other requirements contained in the solicitation and any addenda. All requested changes, exclusions or variances to the terms and conditions must be submitted during the Question and Clarification period stated in the ITB.

If variances are not submitted during the Question and Clarification period, it will be assumed that the Bidder accepts all requirements in the solicitation and any addenda, and that the products and/or services quoted fully comply with the requirements.

All requested variances submitted are subject to review and approval by the City. Any modifications to the ITB documents will be incorporated via an addendum. The City reserves the right, in its sole and absolute discretion, to accept or reject any requests for changes, variances or exclusions. Further, the City reserves the right, in its sole and absolute discretion, to deem a Bid response containing variances as non-responsive and not consider the Bid response for award.

2. Evaluation Procedures

a. After the sealed Bids are opened, City staff, in consultation with the City's consultant as applicable, shall examine the documentation submitted in the Bids to determine the responsiveness and responsibility of each response received. Responses will be evaluated to ensure each response:
    i. Fully conforms in all material respects to the solicitation and all of its requirements, including the completion and submission of all required forms and information (Responsive)
    ii. Is fully capable to meet all of the requirements of the solicitation and resulting contract, possesses the full capability, including financial and technical, to perform as contractually required and is able to demonstrates the ability to provide good faith performance (Responsible)
    iii. Bidder is in the business of providing the products and/or services required and possesses sufficient financial stability, personnel, equipment, and organization to ensure that it can satisfactorily perform the work if awarded a contract (Qualified). Responsiveness, responsibility, and qualifications are further defined in the General Terms and Conditions. Additionally, minimum qualifications, including licensing and

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

certification requirements, are stated in the Special Terms and Conditions.

b. The City reserves the right to conduct site visits to Bidder's facilities to inspect record keeping procedures, staff, facilities, and equipment at any point during the evaluation process.

3. Contract Award

a. Although it is the intent of the City to enter into a contract for the products and services contemplated in this competitive solicitation, the City is under no obligation to make an award pursuant to this competitive solicitation.

b. The City reserves the right to award the contract to one or multiple Bidders who will best serve the interest of the City. Award of this contract shall be made to the responsive and responsible Bidder(s) providing the lowest price(s), best value and availability of the required products and services.

c. An award recommendation to the lowest responsive, responsible Bidder will be made by Procurement with concurrence by the using department director that the Bidder is able to meet the requirements of the bid specifications.

d. Award recommendations will be presented to the City Commission for their final approval. The City Commission has full discretion to reject all bids and waive minor irregularities in the bid.

4. City's Exclusive Rights

The City reserves the exclusive rights to:

a. Waive any deficiency or irregularity in the selection process.
b. Accept or reject any or all qualifications statements or bids in part or in whole;
c. Request additional information as appropriate.
d. Award all or a portion of the services set forth in this ITB to one or more Bidders as determined to be in the best interest of the City.
e. Reject any or all submittals if found not to be in the best interest of the City.
f. In the event of a sole Bid, the City reserves the right to reject the sole Bid.

5. Contract Execution

By submitting a Bid in response to this ITB, Bidder acknowledges and agrees that (i) no enforceable contract shall be in force until the contract is fully executed by the City; (ii) that no action shall require the City execute such contract; and (iii) that each Bidder waives all claims to damages, lost profits, costs, expenses, reasonable attorney's fees, or other costs, as a result of the City not executing the contract.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

SECTION III - GENERAL TERMS AND CONDITIONS

1. Independent Contractor

The Bidder represents itself to be an independent contractor and shall not represent itself or its employees to be employees of the City of Deerfield Beach. Therefore, the Bidder shall assume legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses for Bidder's operations, officers, employees and agents, and agrees to indemnify, save, and hold the City of Deerfield Beach, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2. Subcontractors

If the Bidder proposes to use subcontractors in the course of providing the requested products and/or services to the City, Bidder shall disclose and include the name and specific type of good or service to be provided by the subcontractor as part of the Bidder's response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. successful Bidders may also propose in writing the use of subcontractors during the term of the contract or changes to subcontractors during the term of the contract; the City reserves the right to approve or disapprove of any modifications to subcontractors during the term of the contract with shall not be unreasonably withheld and provided in writing. The City reserves the right to approve or disapprove of any proposed subcontractor in its best interest.

3. Addenda, Changes, and Interpretations

It is the sole responsibility of the Bidder to notify the City in writing and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the "Deadline for Questions" as indicated in Section I, ITB Schedule, as may be amended by the City. Requests for clarification, modification, interpretation or changes must be submitted electronically via the City eProcurement Marketplace. Requests received after the deadline for questions will not be addressed.

Clarifications, modifications, interpretations, and changes shall only be made by the issuance of official addenda by the City. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City. All requests from Bidders and explanations from the City shall be communicated via the eProcurement Marketplace. All addenda are a part of the competitive solicitation documents and each Bidder will be bound by such addenda, whether or not acknowledged by them. It is the responsibility of each Bidder to read and comprehend all addenda issued. Addenda will be posted no later than the "Last Date for Addenda" indicated in the "Tentative Schedule of Events".

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

4. Multiple Responses

More than one response to this competitive solicitation from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the Bidder is involved, except for circumstances where Bidder is the subcontractor listed in another Bidder's response. If there is reason to believe that collusion exists between Bidders, those parties' responses will be rejected and deemed for City purposes to be a conviction of a public entity crime.

5. Omission of Details

The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or material requested, shall be regarded as meaning that only the best industry practices are to prevail, and that only material and workmanship of first quality are to be used.

6. Mistakes

Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, and delivery instructions pertaining to the solicitation. Failure of the Bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed herein and may lead to rejection of the response.

7. Costs Incurred

The City shall not be liable for any costs incurred by Bidders in responding to or in any way participating in this solicitation.

8. Withdrawal of Responses

Any response may be withdrawn up until the Close Date and time. Any response submitted to the City and not withdrawn prior to the Close Sate and time shall constitute an irrevocable offer to the City to provide the product and/or services set forth in the solicitation. Bidder warrants by virtue of submitting the response that the response and any prices quoted in the response will be firm for acceptance by the City for a period of one hundred eighty (180) calendar days from the close date unless otherwise agreed upon by the City and Bidder.

9. Acceptance of Responses / Minor Irregularities

Any or all responses to solicitations may be rejected by the City Manager in whole or in part when it is in the best interests of the City. The City reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses that do not make the response conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract, does not give a respondent an

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other Bidders, and does not affect the fundamental fairness of the solicitation process.

10. Responsive

In order to be considered responsive to the solicitation, the Bidder's response shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

11.Responsible

In order to be considered as a responsible Bidder, Bidder shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

12. Bidder's Qualifications

Bidder shall be in the business of providing the goods and services required and must possess sufficient financial support, equipment, personnel and organization to ensure that it can satisfactorily perform the work if awarded a contract. The City shall have the right to investigate the financial condition, experience record, qualifications, facilities, equipment and references of each Bidder and determine to its satisfaction the competency, reputation, quality of goods and services, and responsibility of each to perform the required work, meet the specifications, and conform in all material respects to the solicitation and all of its requirements.

a. Bidder shall satisfy the Minimum Qualifications and Requirements in the ITB Attachment. Failure to do so may result in the response being deemed non-responsive or non-responsible and not considered for award.

13. Order of Precedence

In the event of inconsistency between provisions of this solicitation and the resulting contract, the inconsistency shall be resolved by giving precedence in the following order:

a. The contract
b. Contract attachments
c. Bidder's response and response enclosures whether attached or incorporated by reference
d. Scope of Work that includes all requirements and technical specifications
e. Contract General Conditions
f. Contract Special Terms and Conditions
g. Contract General Terms and Conditions. General Conditions of the Construction contract will control in the event of conflict with any of the documents.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

14. Licenses and Certifications

The Bidder shall be appropriately licensed to perform the work and provide the products and services required. Bidder shall possess by the closing date and time all required licenses and certifications necessary to perform the requested service or provide the requested goods; unless the issuance of such license or certification is contingent upon the work to be performed under the resulting contract. The Bidder shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits. Copies of all required licenses and certifications shall be submitted with the Response as a matter of responsiveness.

15. Insurance and Surety Bonds

The Bidder's response shall include evidence of insurability meeting the minimum insurance requirements attached herein and evidence of Bidders ability to obtain required surety bonds, when insurance and surety bonds are required. The Successful Bidder shall not commence the work or otherwise perform the work as required by the resulting contract, until a certificate of insurance naming the City of Deerfield Beach as additionally insured and evidencing the provision of the required insurance in a form acceptable to the City, and required surety bonds have been received and approved by the City. The Bidder shall assume full responsibility and expense to obtain all necessary insurance and surety bonds.

16. Legal Requirements

By the submission of a Bid, the Bidder certifies that a careful review of the Solicitation Documents has taken place and that the Bidder is fully informed and understands the requirements of:

a. The solicitation documents.

b. The quality and quantity of services to be performed and goods to be provided.

c. The applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, governing this solicitation and the requested work. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

17. Protest Procedures

If a Bidder intends to protest a finding of Bidder's failure to qualify or proposed award, the Bidder may file a protest in accordance with the procedures set forth in Section 38-118 of the City Code. The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the protest bond are received by the Procurement and

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

Contract Administration Division. The time stamp clock located in the Procurement and Contract Administration Division office shall govern when the protest was received.

a. **Protest of Failure to Qualify**

Upon notification by the City that a Bidder is deemed non-responsive and/or non-responsible, the Bidder, who is deemed non-responsive and/or non-responsible may file a protest with the Purchasing Agent by close of business on the third (3rd) business day after notification (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such Bidder to verify the operating hours of Procurement and Contract Administration Division.

b. **Protest of Award of a Contract**

After a Notice of Intent to Award a contract is posted on the City eProcurement Marketplace, any actual bidder who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may file a protest with the Purchasing Agent by close of business on the third (3rd) business day after posting (excluding the day of posting) or any right to protest is forfeited. It shall be the sole responsibility of such Bidder to verify the operating hours of Procurement and Contract Administration Division.

c. **Protest Fee**

Any Bidder filing a protest shall simultaneously provide a protest fee to the City in the form of a cashier's check or payment bond. The protest fee will be based on the estimated contract amount. The estimated contract amount shall be based upon the pending award amount submitted by the recommended bidder/proposer. If no contract amount was submitted, the estimated contract amount shall be the City estimated contract amount. If the protest is decided in the protester's favor, the entire protest fee shall be returned to the protester. If the protest is not decided in the protester's favor, the protest fee shall be forfeited to the City.

d. **Protest Fee Amount**
   i. For solicitations for term contracts that provide for an annual expenditure amount, the protest fee shall be in the amount of $1,000.00 for contracts with an estimated annual amount of $100,000.00 or less, or one percent (1%) of the estimated annual contract amount for contracts that exceed $100,000.00, with a maximum deposit of $10,000.00.
   ii. For all other contracts, $1,000.00 for contracts with an estimated annual amount of $250,000.00 or less, or one percent (1%) of the estimated annual contract amount for contracts that exceed $250,000.00, with a maximum deposit of $10,000.00.

e. **Protest Committee**
   A protest committee shall review all protests. If the Protest Committee denies the protest, the protester may appeal to the City Commission.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

f. **Protest Appeal**
Any actual bidder who is aggrieved by a determination of the Protest Committee may appeal the determination to the City Commission by filing an appeal with the City Clerk by close of business on the third (3rd) business day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the City Clerk.

18. Cone of Silence

In accordance with Section 38-127 of the City of Deerfield Beach Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall apply as follows:

a. The cone of silence shall be in effect beginning upon the advertisement for the competitive solicitation or during such earlier procurement activities as may be declared by the City Commission. The cone of silence shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids, or takes other action which terminates the solicitation process.

b. Any entity that seeks a contract, contract amendment, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its Bid evaluated in connection with a competitive solicitation, including the entity's representative(s) shall not have any communication with any City Commissioner, the City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a competitive solicitation, including any member of the evaluation committee.

c. The cone of silence shall not apply to written or oral communications with the City legal counsel or the Procurement and Contract Administration Division staff.

d. Any action in violation of this Code of Ordinances Section 38.127 shall be cause for disqualification of the Bid. The determination of a violation and the penalty shall be made by the City Commission.

19. Local Business Preference Program

a. The City established a local business preference program to facilitate local business participating in the competitive solicitation process. Except where prohibited by Federal requirements, Florida Statute, City policies, or funding source mandates to the contrary, and in accordance with City Code of Ordinances Section 38, preference shall be awarded to local businesses in the following manner:

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

i. When a responsive, responsible nonlocal business submits the lowest price Bid, and the Bid submitted by one or more responsive, responsible local businesses is within five percent (5%) of the Bid submitted by the nonlocal business, then such local business(s) shall have the opportunity, within five calendar days of notification by the Purchasing Manager or designee, to submit a best and final Bid equal to or lower than the amount of the low Bid previously submitted by the nonlocal business with the lowest Bid price. Thereafter, contract award shall be made to the responsive, responsible business submitting the lowest, best and final Bid. In the case of a tie in the best and final Bid between a local business and a nonlocal business, contract award shall be made to the local business.

ii. The determination as to whether a Bidder is a local business shall be made by City staff based upon documentation submitted by the Bidder with its Bid submission and as verified by the Procurement and Contracts Division.

b. This section shall not apply to professional services procured pursuant to the State of Florida Consultants Competitive Negotiation Act (CCNA), to direct acquisitions under Section 38-116(c), nor to solicitations utilizing federal funding sources in accordance with 2 CFR §200.319(b).

c. An eligible bidder must satisfy the criteria as set forth City Code of Ordinances Section 38. to include the following:

i. Bidder shall complete, fully execute, and provide all required information contained in the competitive solicitation related to the local business preference requirements.

ii. Bidder shall have no history, within the prior five (5) years, of non-performance, delinquent fees, liens, or Code violations.

d. The City, in its sole discretion shall determine whether a Bidder meets the criteria to qualify for a local business preference under the City Code.

20. Disadvantaged Business Enterprise Program

The City established a disadvantaged business enterprise program to encourage and foster the participation of Certified Business Entities (CBEs), in the city's competitive solicitation process by providing preference to CBEs as detailed in Section 38-130 of the City of Deerfield Beach Code of Ordinances. The City will accept CBEs including small business enterprises (SBEs), minority business enterprises (MBEs), women business enterprises (WBEs), and veteran

business enterprises (VBEs) certifications from Bidders, including their subcontractors identified in their response, as defined and certified by the Florida Department of Management, Office of successful Bidder Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

a. During the course of a competitive solicitation when a responsive, responsible non-CBE submits the lowest price bid, and a bid submitted by one or more responsive, responsible CBE is within five percent of the bid submitted by the non-CBE, then such CBE shall have the opportunity to submit, within five calendar days of notification by the Procurement and Contract Administration Division, a best and final offer equal to or lower than the amount of the low bid submitted by the non-CBE.

b. The price bid by the non-CBE shall not be revealed if exempted under Chapter 119 or 286, Florida Statutes contract award recommendation shall be made to the responsive, responsible business submitting the lowest responsive and responsible final offer. In the case of a tie in the best and final offer between a CBE business and a non-CBE business, contract award recommendation shall be made to the CBE.

c. For all other competitive solicitations where the objective factors used to evaluate the responses from bidders are assigned point totals, where evaluation of criteria, including and beyond price, is the determining factor for award, the total score of each individual evaluation committee member's total points of the CBE vendor will adjust upward by five percent.

d. In the case where a Bidder is claiming CBE participation by the use of permitted subcontractors identified in their response and where the subcontractor(s) is the CBE, subcontractor's portion of the work to be performed pursuant to the resulting contract shall equal at least 50 percent of the total work. Bidder shall provide information in the response to substantiate the subcontractor’s portion of the work meeting the 50 percent requirement.

e. A bidder shall complete, fully execute, and provide all required information contained in the competitive solicitation related to the disadvantaged business enterprise requirements.

f. For the purpose of determining the best value in the award of a competitive solicitation where both the local business and disadvantaged business preference are applicable, the local business preference shall take precedence over the small business preference.

g. In order to participate in the disadvantaged business enterprise program, Bidder shall have no history within the prior five years of non-performance, delinquent fees, liens, or code violations.

h. The disadvantaged business enterprise program shall not apply to a competitive solicitation process when prohibited by law, contract, grant, funding source or other regulation applicable to the competitive solicitation process, contract, or funding source, or when the city acts as the lead agency for a cooperative procurement.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

21. Ethics Code

Bidders are required to acquaint themselves with the provisions in the City of Deerfield Beach's Ethics Code Chapter 2, Article IX, City Code of Ordinances. The City Commission will strictly apply the Ethics Code, including Section 2-505 "Disclosure and Behavior Requirements of Applicants and Person/Entity seeking a City contract or currently doing business with the City". Bidder shall complete the "Ethics Code Disclosure" contained herein. Failure to do so may result in the response being deemed non-responsive.

22. Public Records / Confidential Information

a. Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Bidder's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

b. If the Bidder believes any of the information contained in the response is exempt from the Public Records Law, then the Bidder must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

c. Pursuant to Section 119.0701(2)(a), Florida Statutes, the Bidder must keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

23. Excluded Parties from the Competitive Solicitation Process

a. Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Bidder, successful Bidder, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat. for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list**.**

b. Pursuant to Section 287.135, Florida Statutes, a bidder may not bid on or submit a proposal for goods or services of $1,000,000.00 or more if at the time of bidding or submitting a proposal, the bidder:

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

i. Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel; or

ii. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 Florida Statutes; or

iii. Is engaged in business operations in Cuba or Syria.

24. Anti-Collusion

Pursuant to Chapter 838 Florida Statutes, it is unlawful for a bidder to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City of Deerfield Beach. The Bidder certifies that it has not divulged, discussed or compared its response and the contents contained therein with other respondents, except subcontractors if they form part of the response, and has not colluded with any other Bidders or parties to a response whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of the contract and removal from the Vendor List.

25. Conflict of Interest

a. The Bidder covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the Bidder's diligent and proper performance of the services hereunder. The Bidder further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

b. No contract will be awarded to a Bidder who has City elected officials, officers or employees affiliated with it, unless the Bidder has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidder must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's vendor List and prohibition from engaging in any business with the City.

26. Entire Agreement

This competitive solicitation, all attachments and exhibits, addenda, and the resulting contract and/or purchase order states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations and agreements are merged herein or superseded hereby. If a contract will be executed, a draft contract containing the major business concerns for the City may be attached to this competitive solicitation.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

27. Waiver

No waiver or modification of any contract resulting from this solicitation or of any covenant, condition or limitation contained in it shall be valid unless the waiver or modification is in writing and duly executed by the party to be charged with it. Further, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, and duly executed by the party to be charged with the waiver or modification. The parties agree that provisions of this paragraph may not be waived except by a duly executed writing.

28. Warranty

a. Warranty of Title - The Bidder warrants that all goods and materials offered in their response or furnished under a resulting contract will be new unless otherwise specified and that Bidder possesses good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods and materials. All goods and materials not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

b. Warranty of Specifications - The Bidder warrants that all goods, materials and workmanship offered in their response or furnished under a resulting contract, whether by Bidder or its sub-contractors and successful Bidders, will comply with the specifications, plans, and other descriptions and requirements supplied or adopted.

c. Warranty of Merchantability - The Bidder warrants that the goods offered in their response or furnished under the resulting contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

d. Warranty of Material and Workmanship - The Successful Bidder warrants all material and workmanship for a minimum of one (1) year from date of delivery and acceptance by the City. The Successful Bidder shall provide a warranty certificate or bond, in a form acceptable to the City Attorney's Office, stating the terms and conditions of the warranty, which terms shall be consistent with the requirements herein. If within the warranty period, or within such larger period of time as may be prescribed by law or warranted by the Successful Bidder and product manufacturers, any of the materials and workmanship is found to be defective or not in accordance with the contract documents, the Successful Bidder shall after receipt of a written notice from the City to do so, promptly correct the condition unless the City has previously given the Successful Bidder a written acceptance of such condition.

e. Warranty of Intellectual Property - The Bidder warrants that there has been no violation of copyright, patent, or other intellectual property rights either in the United States of America

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

or in foreign countries in connection with the work to be performed pursuant to this competitive solicitation and resulting contract.

29. Survivorship Rights

The contract pursuant to this competitive solicitation shall be binding on both parties to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors, and assignees.

30. Severability

If any term or provision of the contract resulting from this competitive solicitation is found to be illegal and unenforceable, such term(s) shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

31. Venue

The venue for any and all litigation arising out of the contract shall be in Broward County, Florida for state court actions and in the US District Court for the Southern District of Florida for federal court actions.

32. Service Test Period

If the Bidder has not previously provided the goods or services to the City, the City reserves the right to require a service test period to determine if the Bidder can perform in accordance with the requirements of the contract, to the City's satisfaction, and within the rights of the City in. The service test period shall be conducted under all specifications, terms and conditions contained in the contract.

33. Examination of Records

The Bidder shall keep adequate records and supporting documentation applicable to the subject matter of this ITB to include, but not be limited to, records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the Bidder for a minimum of three (3) years from the date the contract is completed and accepted by the City.

If any litigation, is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved, unless otherwise instructed by the City. Should any questions arise concerning this contract, the City and its authorized agents shall have the right to review, inspect, and copy all determining an award recommendation.

The length of such test period shall be determined by the City, and shall be an appropriate timeframe for the City to effectively evaluate the goods and services offered such records and

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at City expense. Any subcontractor(s) employed or utilized by the Successful Bidder shall be subject to these requirements and the Bidder is required to so notify any such subcontractor(s).

34. Transfer of Responsibility

Upon expiration, termination, or cancellation of the contract, the successful Bidder shall assist City of Deerfield Beach to ensure an orderly transfer of responsibility and/or continuity of those products and services required under the terms of the contract to an organization designated by City of Deerfield Beach, if requested in writing. The successful Bidder shall provide and/or perform any or all of the following responsibilities:

The successful Bidder shall deliver, FOB destination, prepaid, all records, documentation, reports, data, recommendations, master, or printing elements, etc., which were required to be produced under the terms of the contract to City of Deerfield Beach and/or to City of Deerfield Beach's designee within seven (7) calendar days after receipt of the written request. Any and all records which are on electronic media must be delivered in a format which is compatible with the system(s) currently in use by City of Deerfield Beach.

The successful Bidder shall agree to continue providing any part or all of the services in accordance with the terms and conditions of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract in the event City requests for successful Bidder to continue providing services for such extension period.

35. Quantities

No guarantee or warranty is given or implied by the City as to the amount that may or may not be purchased from any resulting contract. The City reserves the right to increase or decrease quantities or add or delete any item or quantity from the contract if it is determined to be in the best interest of the City in its sole discretion.

36. Risk of Loss

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Bidder until the delivery of completed project and facilities to the City, and inspection and final acceptance of the entire project by the City. Title to all goods, chattel and facilities shall pass to City upon delivery and acceptance of the goods by City as evidenced in writing.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

37. Delivery

All items shall be delivered FOB destination to a specified City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the contract.

38. Required Compliances and Regulations

In performing the Work, Bidder shall comply with all applicable Federal, State, County, City and local laws, rules and regulations.

39. Safety

a. The Successful Bidder shall be responsible for coordinating, funding, maintaining and supervising all safety precautions, measures, and programs for the Work consistent with applicable law and industry standards. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.

b. The Successful Bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
   i. All employees on the work site and all other persons who may be affected thereby.
   ii. The work and all materials and equipment incorporated therein.
   iii. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

c. Occupational Health and Safety - In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

   i. The chemical name and the common name of the toxic substance.

   ii. The hazards or other risks in the use of the toxic substance, including:

      (1) The potential for fire, explosion, corrosivity and reactivity;

      (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

      (3) The primary routes of entry and symptoms of overexposure.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

iii. The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.

iv. The emergency procedure for spills, fire, disposal and first aid.

v. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

vi. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

40. Clean-Up and Worksite Appearance

The Successful Bidder shall at all times keep the Work site free from accumulation of waste materials, rubbish and debris. At the completion of the Work, Successful Bidder shall remove all waste materials, debris, tools, equipment, machinery, and surplus materials from and about the worksite, and return the worksite to a condition suitable for use by the City. All waste materials, rubbish and debris shall be disposed of in accordance with all Federal, State and local codes and regulations.

41. Commercial Refuse Collection

Per Chapter 58, Division 4 of the City's Code of Ordinances, the City is the exclusive provider for collection and disposal of commercial refuse within the City. Successful Bidder shall comply with the City's regulations addressing commercial refuse.

42. Non-exclusive Agreement

Bidder agrees and understands that any contract entered into pursuant to this competitive solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

43. Background Checks

a. In accordance with Section 38-140 of the City of Deerfield Beach Code of Ordinances, any contracts which require a successful Bidder, subcontractor, to perform work in or on city property, as defined in Section 38-115, that is open to the public, where the successful Bidder or any sub-contractor or employees will perform work or services in close proximity to facilities with minors, the elderly, or persons with special needs of where the services are of a nature which would reasonably warrant background checks.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

b. Criminal background checks shall be conducted through the Florida Department of Law Enforcement's Computerized Criminal History (CCH) database (Level I) or through the National Crime Information Center (NCIC) data base (Level II) as specified and required in this competitive solicitation. The successful Bidder shall, at its expense, obtain a criminal background check for each of its employees having access to city property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter.

c. The successful Bidder shall ensure a similar background check has been done of its subcontractors' employees who will have access to city property.

d. The successful Bidder shall, at their expense, be required to submit an affidavit on the form provided with this ITB certifying that background checks shall be completed for all employees who will perform work on city property that is open to the public.

e. The successful Bidder shall submit such affidavit to the City contract administrator prior to any work being performed.

f. Successful Bidder or consultant shall maintain such records of the criminal history checks for each person doing work on City property during the contract period and for one year thereafter and shall make such records available for inspection and verification by the City.

g. If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the successful Bidder shall not assign the individual to any work in or on City property that is open the public. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization.

h. For all new hires to perform the required services, successful Bidder shall conduct the background checks on the new hire at the time of the hire.

i. The City reserves the right to approve or disapprove whether the successful Bidder’s or consultant’s employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Bidder’s employment of an individual outside of this contract.

44. Excluded Parties from the Competitive Solicitation Process

a. Successful Bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the successful Bidder or its

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

subcontractors are found to have submitted a false certification; or if the successful Bidder, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the successful Bidder certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the successful Bidder, its affiliates, or its subcontractors are found to have submitted a false certification; or if the successful Bidder, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The successful Bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Agreement. d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

d. In accordance with City of Deerfield Resolution, the City Manager and appropriate City officials shall review all City contracts and successful Bidders to ensure consistency with all federal sanctions against Russia and confirm the City is not doing business with Russian companies; directing the divestment of investments in Russia and with Russian-related institutions, companies or entities, and individuals; providing for implementation and an effective date.

45. Manner of Performance and Personnel

a. The successful Bidder shall perform the Work in a competent and professional manner satisfactory to the Owner in accordance with the terms and conditions of this Agreement. The Owner shall be entitled to satisfactory performance of all Work described herein and to full and prompt cooperation by the successful Bidder in all aspects of the Work. At the request of the City, the successful Bidder shall promptly remove from the Project any successful Bidder employee, subcontractor, or any other person performing Work under the Agreement.

b. The successful Bidder shall defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any successful Bidder's personnel performing services hereunder at the behest of the City. Removal and replacement of any

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

successful Bidder's personnel as used in this Article shall not require the termination or demotion of such successful Bidder's personnel.

c. The successful Bidder shall employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the Contract requirements.

d. The successful Bidder agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the City, should the City make a determination, in its sole discretion, that said staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

e. The successful Bidder warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work described herein, in a competent and professional manner. Each employee of successful Bidder shall have and wear proper identification and shall comply with any of City applicable security policies and procedures while performing any Work under this Agreement. Successful Bidder shall require each employee of its subcontractors to have and wear proper identification, and comply with all City applicable security policies and procedures while performing any Work under this contract.

f. The successful Bidder shall, at all times, cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Work.

46. Indemnification

The parties agree that one percent (1%) of the total compensation paid to the Successful Bidder for the work of an awarded contract shall constitute specific consideration to the Successful Bidder for the indemnification to be provided under the awarded contract. The Successful Bidder shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Successful Bidder, and other persons employed or utilized by the Successful Bidder in the performance of the awarded contract. The provisions of this section shall survive the expiration or earlier termination of the awarded contract. To the extent considered necessary by contract Administrator and City Manager, any sums due to the Successful Bidder under the awarded contract may be retained by City until all of City's claims for indemnification pursuant to the awarded contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

47. Draft Contract

A draft copy of the Contract is attached to this competitive solicitation and includes the major business concerns for the City. This is the Agreement that will govern the Successful Bidder's performance and shall be executed by the Successful Bidder. All Bidders, by submission of their bids, agree to execute this Agreement, or a substantially similar Agreement, if selected by the City to perform the Work. The final Agreement may not be in the same form as the Draft Agreement.

48. Piggybacking

Successful Bidder may, if it has sufficient capacity or quantities available, and if legally allowed, provide to other government agencies, so requesting, the products or services awarded in accordance with the terms and conditions of this competitive solicitation and the resulting contract.

49.E-Verify

The successful Bidder shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the successful Bidder, the successful Bidder may not be awarded a public contract for a period of one year after the date of termination.

50. Debarment

By submitting a response to this solicitation, Bidder acknowledges that the City has the right to debar or suspend a person in accordance with Section 38-124 of the City Code for the person's:

a. Material misrepresentation or omission to the City;
b. Breach of contract with the City;
c. Felony convictions, convictions of crimes involving moral turpitude, or "public entity crime convictions" of a "person" or an "affiliate" of a person, as defined in Section 287.133, Fla. Stat.;
d. Failure to comply with the cone of silence; or
e. A finding of violation of the state ethics law or a county or municipal ethics ordinance.

51. Responsible Vendor Determination

Bidder is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of, or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

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SECTION IV - SPECIAL TERMS AND CONDITIONS

To be considered responsible and eligible for contract award, the Bidder must demonstrate that it meets the mandatory minimum qualification requirements as set forth in the ITB and its exhibits and attachments to include, but not limited to the following. The Bidder shall submit documentation and information as required demonstrating compliance with the requirements. The City reserves the right to request additional documentation or to conduct a site visit as a means of determining responsibleness.

1. **Mandatory Minimum Qualifications**
    a. Required Licenses and Certifications: Bidder or subcontractor (s) of Bidder, or key personnel of Bidder proposed to perform the Work shall possess all licenses, certifications and credentials to perform the work, and shall provide a copy of such licenses, certifications, and other credentials with Bidder's response.

    b. Experience: Bidder and key personnel of Bidder proposed to perform the Work shall have experience at successfully performing the type of work requested herein.

    c. Capacity: Bidder must have the necessary facilities, ability, and financial resources to provide the service specified herein in a satisfactory manner.

    d. Past Performance: The Bidder must have a history of good performance. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder to perform or provide the services specified herein.

2. **Draft Contract**
    A draft copy of the Contract is attached to this competitive solicitation and includes the major business concerns for the City. The City reverses the right to negotiate a final contract with the Offeror being recommended for award. The final contract to be presented to the City Commission for award may include mutually negotiated and agreed upon terms and conditions including but not limited to changes in quantities, prices, scope of services, or other contract provisions. However, the final Contract shall substantially comply with and be consistent with the intent of the competitive solicitation and the Offeror's response. The final Contact need not be in the same form as the draft contract.

3. **Non-Exclusive Contract**
    Offeror agrees and understands that any contract entered into pursuant to this competitive solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

4. Delivery

(a) All items shall be delivered FOB destination to a specified City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the contract.

(b) Deliveries shall be made within ten (10) calendar days after receipt of an order. In the event delivery cannot be made within ten (10) calendar days, the contractor shall immediately notify the ordering department. The City, in its sole discretion, may accept the delivery date, or cancel the order in part or in its entirety. The City of Deerfield Beach reserves the right to terminate the contract in the event of repeated delays in delivery.

5. Inventory

The contractor shall have access to adequate inventory to attain 100% fill rate. A 100% fill rate shall mean that 100% of the high use items will be delivered within seventy-two (72 hours after receipt of order. The City of Deerfield Beach and all other Cooperative Group agencies reserve the right to require proof of access to inventory. The vendor shall immediately notify the ordering department of each respective agency when they are out of stock of product due to circumstances beyond their control, or other supply chain issues effected delivery. The City and all other Cooperative Group agencies reserve the right to procure out of stock items from other sources in these circumstances.

6. Sample and Demonstrations

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven (7) days of the request unless otherwise stated in the bid. Each sample must be marked with the Offeror's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Offeror

7. Contract Term

(a) Initial and Renewal Options - The initial contract term shall be for three (3) years and shall commence upon final execution of the Contract by the City or as otherwise indicated in the final contract. The City reserves the right to renew the contract for three (3) additional one (1) year renewal terms providing all terms conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager. The City Manager shall execute any renewal contract.

(b) Contract Extension - In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Proposer shall

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

be compensated for the service at the rate in effect when this extension clause is invoked by the City.

8. Price

(a) Offeror shall quote a firm, fixed price for the items listed in the "Bid Line Items" tab. Prices shall include all costs associated with the products and services being solicited including labor, equipment, supplies, management, travel, etc.

(b) Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern. Discrepancies in the multiplication of units will be resolved in favor of the Unit Costs. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In the event such discrepancy is discovered by either party after the competitive solicitation closes, Offeror understands and accepts that no correction(s) shall be made, and the prices offered shall remain firm.

(c) All applicable discounts shall be extended to City and shall be part of the prices offered. Offeror may bid only one (1) discount for each Line Item. Chain discounts are not acceptable and will not be considered in determining an award.

(d) Offeror warrants by virtue of submitting a response that prices will be firm for acceptance for a period of Ninety (90) calendar days from the date of solicitation closing, unless otherwise agreed to by both parties.

9. Price Adjustments

(a) If during the contract the contract period, the City is able to purchase the products specified herein on the open market at prices less than the contract price, the contractor shall meet these prices or the City may rebid the products and services.

(b) Percentage discounts for all products and services purchased resulting from this competitive solicitation process shall remain firm for the initial contract term. Prices for subsequent optional renewal terms shall be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract term then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the expiration of the current contract term. Any approved cost adjustment shall become effective on the first date of the renewal term.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

(c) In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in prices that reflect the cost change in the CPI or industry.

(d) The City has the right to refuse to accept a requested price increase or decrease if it is not properly documented, submitted less than ninety (90) days from the contract expiration date, or considered by the City to be excessive or insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be terminated for convenience.

10. Reporting Requirements

The Contractor (s) shall furnish to the Lead Agency a detailed Summary of Sales report on a semi-annually basis during the contract period. The Summary of Sales report shall include the following information: contractor's name, contract name and number, the total dollar sales volume for each group during the reporting period for each participating agency. The report may be provided in greater detail, but no less than the requirement stated

11. Invoices and Payments

(a) Each Agency's invoice and payment, requirements and processes vary. Each Agency has specific requirements that must be met. The vendor shall insure that all invoices clearly state the purchase order number, date of delivery, delivery location, item description, quantity, list price, percentage discount per the contract, contract price, total price, and other requirements required by individual agencies.

(b) The Contractor and the City shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80

12. Safety

(a) The Successful Offeror shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Offeror shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.

(b) The Successful Offeror shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

(i) All employees on the work site and all other persons who may be affected thereby.

(ii) The work and all materials and equipment incorporated therein.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

(iii) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

(c) Occupational Health and Safety - In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

(i) The chemical name and the common name of the toxic substance.

(ii) The hazards or other risks in the use of the toxic substance, including:

(1) The potential for fire, explosion, corrosivity and reactivity;

(2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

(3) The primary routes of entry and symptoms of overexposure.

(i) The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.

(ii) The emergency procedure for spills, fire, disposal and first aid.

(iii) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

(iv) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information

13. Taxes

The Offeror shall include in its bid price and pay all State and local sales consumer and use taxes.

14. Waiver of Ownership Proposals

The Bidder's response to this ITB becomes the property of the City. All documents, including but not limited to, detailed reports, studies, plans, drawings, photographs, specifications, and all other data furnished by the Bidder in response to this ITB shall become the property of the City.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

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Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

SECTION V - INSURANCE REQUIREMENTS

The Bidder's response shall include evidence of insurability meeting the insurance requirements stated herein. The Successful Bidder shall not commence the Work or otherwise perform the Work as required by the resulting contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the City. The Successful Bidder shall assume full responsibility and expense to obtain all necessary insurance.

1. General

a. Successful Bidder shall furnish to the Procurement and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after notification of award of the contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the contract (Solicitation Title and Number), and state that such insurance is as required by this contract. successful Bidder's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the contract.

b. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. successful Bidder shall pay all deductible amounts, if any. successful Bidder shall specifically protect City by naming the City and its elected officials, officers, employees, and agents as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.

c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of successful Bidder is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the Work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

d. City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If successful Bidder uses a subcontractor, successful Bidder shall ensure that subcontractor names City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

2. Coverages

Successful Bidder shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this contract the following insurance as indicated with X's:

☒ **Commercial Liability Insurance -** A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars ($2,000.000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent successful Bidders, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific contract including any hold harmless and/or indemnification contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

☒ **Business Automobile Liability -** Business Automobile Liability shall be provided with minimum limits of One Million Dollars ($1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

☒ **Workers Compensation Insurance -** Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) aggregate limit by disease and One Million Dollars ($1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

☒ **Pollution Liability Insurance -** Pollution Liability Insurance for bodily injury, property damage, clean-up costs or corrective action and defense coverage with a limit of no less than $10,000,000 each incident and a general aggregate limit of no less than $10,000,000. This insurance shall include coverage for, but not be limited to; sudden and accidental discharges; dispersal; seepage; release or escape of any solid, liquid gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids,

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

alkalis, toxic chemicals, medical waste and waste material into or upon land or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

☐ Other

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SECTION VI - SPECIFICATIONS

1. Inventory

The City of Deerfield Beach is actively seeking bids from qualified vendors to provide Sulfuric Acid 93% (H2SO4) in bulk, delivered on an as-needed basis to the Water Treatment Plant Operations, 290 Goolsby Blvd, Deerfield Beach, FL 33442 and other participating SE Florida Governmental Purchasing Cooperative Group agencies as stated in this ITB. The City of Deerfield Beach is acting as the lead agency for the Cooperative as stated in this ITB. The City of Deerfield Beach is acting as the lead agency for the Cooperative Group for this bid. This will be a term contract.

2. Specifications

(a) Sulfuric Acid will (H2SO4) will be used by the City's Water Treatment Plant to produce drinking water, and all products bid must be authorized for such use by the City.

(b) This product is for use in the Water Treatment Plant's (membrane filtration system).

(c) Technical Grade: 93.19% minimum 66-degree Baume.

(d) Total iron content shall not exceed twenty-five parts per million (25ppm)

3. Certification and Testing

(a) The Sulfuric Acid supplied shall be listed by the National Sanitation Foundation (NSF) as being in full compliance with NSF/ANSI Standard 60 for Drinking Water Treatment Chemicals – Health Effects. The Contractor shall submit with their Response Attachments proof of certification that the product offered conforms to NSF/ANSI Standard 60.

(b) The City reserves the right during the contract period to determine by independent test if the product supplied by the Successful Offeror meets the specifications herein. If test meets the specifications, then cost of the test shall be paid for by the City. If the test does not meet the specifications, then cost of the test shall be paid for by the Successful Offeror. In addition, the facilities of the Florida State Department of Agriculture testing laboratories may be used for any referee testing.

(c) Offerors shall submit with their Response Attachments certified laboratory tests within the past six (6) months to substantiate minimum and average figures, along with a typical analysis of the Sulfuric Acid 93% product offered listing all impurities, detailed technical product specifications with applicable Material Safety Data Sheet (MSDS), and proof that the product bid has been approved by applicable Federal agencies for use in drinking water. Reference Exhibit A – Material Data Sheet (MSDS) for the current product used by the City.

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4. Standardization / Variances

The City intends to purchase a product as specified and contained herein. In no way does the City of Deerfield Beach intend to limit competition to one bidder. State any and all variances clearly in writing. Wherever in these contract documents a particular brand, make of material, manufactured article, device or equipment is shown or specified, such brand, make of material, manufactured article, device or equipment should be regarded as the standard.

5. Delivery

(a) The Contractor shall be notified by email, telephone, or facsimile for requested deliveries and shall make deliveries within seventy-two (72) hours of the request or as otherwise specified by the Bidder on the Bid Schedule. Deliveries shall be made in 25-ton increments. All deliveries shall be made on weekdays, excluding holidays observed by the City, between the hours of 8:00 a.m. and 2:00 p.m. The City of Deerfield Beach reserves the right to terminate the contract in the event the delay in delivery is deemed unacceptable.

(b) The Contractor shall ensure that the product is delivered in clean containers/tanks and is free of contamination. If the stock is contaminated, the Contractor shall be liable for all cost associated with disposal of contaminated material, cleanup of storage facilities and full replacement of product at the Contractor's expense. The city reserves the right to reject any delivery that has been contaminated or does not conform to product specifications.

(c) The transfer of product from the delivery to the City's storage tanks shall be the sole responsibility of the Contractor. The Contractor shall be responsible for all health, safety, and costs associated with the transport and delivery of the product, to include but not limited to chemical spills and related cleanups.

(d) The fill lines to the City's storage tanks are equipped with a 2-inch, male, quick-connect coupling. In order to protect the acid tank fill line, transfer of acid must be performed at low pressure (25-30 psi).

6. Substitutions

(a) The City shall not accept substitute shipments of any kind. Contractor shall furnish the product specified in the bid once awarded. Any substitution of material will require prior written approval by the City of Deerfield Beach. Any substitute shipments that have not received the prior written approval of the City shall not be accepted and shall be returned at the expense of the Contractor.

(b) If a bid item is discontinued by the manufacturer during the period of award and the bid item is not available from within the vendors or manufacturers inventory, then the vendor shall advise the Purchasing Departments of all agencies, in writing, of non-availability of the bid item and shall include complete descriptive, technical literature on

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

the item offered to replace the discontinued bid item and, upon written approval, shall furnish the replacement item at the same firm price offered for the original bid item or at a lower price during the remainder of the period of award. Samples of replacement items, if requested, must be supplied for evaluation by the appropriate City staff. The City of Deerfield Beach shall not be held liable for any damages incurred to equipment during evaluation.

7. Samples and Demonstrations

When requested, samples are to be furnished free of charge to the City. If a sample is requested, it must be delivered within seven (7) days of the request, unless otherwise stated in the bid. Each sample must be marked with the Offeror's name and manufacturer's brand name. The City will not be responsible for returning samples. The city may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Offeror.

8. Reporting Requirements

The Contractor(s) shall furnish to the City of Deerfield Beach, acting as lead agency for the Cooperative Group agencies, a detailed Summary of Sales report on a semi-annually basis during the contract period. The Summary of Sales report shall include the following information:

- Contractor's name
- Contact name and
- Tonnage for each participating Cooperative Group agency
- Total dollar sales volume for each participating Cooperative Group agency

The report may be provided in greater detail, but no less than the requirement stated herein.

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Deerfield Beach
Florida

June 12, 2025

NOTICE OF INTENT TO AWARD
A CONTRACT FOR
25-016 SULFURIC ACID 98% FOR WATER TREATMENT PLANT
TO
SHRIEVE CHEMICAL COMPANY, LLC. AND INTERACID NORTH AMERICA, INC.

Please be advised that the City of Deerfield Beach staff has reviewed the responsive and responsible bids received and concluded that the responsive and responsible offer was submitted by Shrieve Chemical Company, LLC., and Interacid North America, Inc. Therefore, staff is recommending award of the subject contract to two (2) contractors as followed: primary: Shrieve Chemical Company, LLC.; secondary: Interacid North America, Inc. The recommendation is scheduled to be presented to the City Commission at the July 8, 2025 City Commission meeting, but is subject to change.

Please be advised that a cone of silence is still in effect until the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive method, or takes other action which ends the sealed competitive method process pursuant to Section 38-127 of the City Procurement Code. Should you have any questions please contact the Procurement and Contract Administration Division at 954-250-4039. We appreciate the time and effort put forth by all those who responded to this solicitation and hope you continue to show interest in City of Deerfield Beach projects.

Best Regards,

Eddyson Etienne
Senior Buyer

ITB 25-016
Interacid North America, Inc.
Supplier Response

Event Information

Number:	ITB 25-016
Title:	Sulfuric Acid 93% for Water Treatment Plant Operations
Type:	Invitation to Bid
Issue Date:	4/18/2025
Deadline:	5/14/2025 02:00 PM (ET)
Notes:	The City of Deerfield Beach is soliciting sealed responses from qualified vendors to submit bids to provide the City and participating members of the Southeast Governmental Cooperative Agency Group with 93% Sulfuric Acid for use in water utility operations, in accordance with the terms, conditions, scope of work for the above-mentioned Invitation to Bid (ITB).

The City will not Hold an Pre-Bid Conference.

Questions and Answers: The City provides a specified time for Vendors to ask questions and seek clarification regarding the

requirements of the solicitation. All questions or clarification inquiries must be submitted through eProcurement Marketplace by the date and time referenced in the solicitation document (including any addenda). The City will respond to all questions via eProcurement.

Licensing Requirements: The Vendor must possess Florida business license or current certificate of competency issued by Broward County Examining Board having jurisdiction over licensing of Contractors in the type of work involved in this contract. Refer to Qualification of Bidders for additional information.

The City of Deerfield Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Deerfield Beach reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

Bids will be accepted through a secure mailbox at eProcurement (https://deerfield-beach.ionwave.net/HomePage.aspx) until the Deadline for Submission as indicated in this ITB. Late Bids will not be accepted. The City will only accept electronic bids for this ITB.

Contact Information

Contact: Eddyson Etienne
Address: Procurement and Contract Administration Division
A
2nd
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
Email: Eetienne@deerfield-beach.com

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

Interacid North America, Inc. Information

Contact: Brent Shonka
Address: 10210 Highland Manor Dr.
Suite 140
Tampa, FL 33610
Phone: (813) 225-2000
Fax: (813) 225-1001
Toll Free: (800) 633-1358
Email: contract@interacidna.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Brent Shonka
Signature

contract@interacidna.com
Email

Submitted at 5/14/2025 10:29:00 AM (ET)

Supplier Note

Price quoted is for single point delivery, with one hour free unloading time followed by detention billed at $31.25 per quarter hour thereafter. If tractor air is required, a $35.00 charge will be applied. If a load is required to be split into different tanks a $125.00 split load fee would apply. Holiday deliveries are $275.00 per load. (Holidays: New Years Day, Easter, Independence Day, Thanksgiving, Christmas Eve and Christmas Day) In the event that tariffs or other trade duties are imposed by any governmental authority that directly affect the cost of the Services, a separate line item identifying the cost will be applied to the invoice. Proof of payment of the tariff by the Contractor will be supplied.

Requested Attachments

Certified Business Entity (CBE) Certification

CBE Certification Statement.pdf

If claiming CBE pursuant to the City Disadvantaged Business Enterprise Program, attach a copy of your firm's CBE Certification or your identified subcontractor’s CBE Certification. For more information reference the solicitation General Terms and Conditions.

Proof of Insurability

CityofDeerfieldBeach_W38696385.pdf

Attach proof of insurability meeting the minimum insurance requirements stated in the ITBC. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) or a letter from Bidder's insurer certifying that Bidder has the capacity and capability to obtain the required insurance.

Participation from Disadvantage Business Entity(s)

Disadvantage Statement.pdf

If applicable, attach a list each DBE(s), CBE(s) or SBE(s), proposed for work on this project. Include the type of work each will perform and the projected dollar amount and/or percentage of the work to be assigned to each.

Experience

Experience.pdf

Attach a description of Bidder's experience and background in the type of work detailed in this ITBC that includes resumes of key individuals and staff who will be assigned to the work that indicates their experience and background in the type of work they will be assigned.

Copies of Applicable Licenses and Certifications

2025 NSF.pdf

As is applicable, attach copies of all licenses and/or certifications that Bidder and its personnel are required by law to possess to perform work on the project as well as any other licenses or certifications relative to the work.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

Business Tax Receipt

ITNA City of Tampa Business Tax Receipt 2025.pdf

Attach a copy of Bidder's most recent business tax receipt from the jurisdiction of Bidder's principal place of business, regardless of location.

W-9 Form

ITNA W9.pdf

Submit a copy of your firms W-9 Form.

Statement - Individuals with Legal Authority to Bind

With Signature InteracidNA Written Consent for-Delegation of Authority-GM.pdf

If applicable, upload the statement of individuals with legal authority to bind Bidder.

Florida Division Of Corporations Registration

ITNA Sunbiz 2025.pdf

Upload a copy of Bidder's current, registration with the Florida Division of Corporations that indicates the registration is 'Active". If a vendor is located out of state, they can register as a foreign corporation via https://dos.fl.gov/sunbiz/forms/corporations/#foreigncorp. All firms must have an 'Active' registration prior to the bid submittal deadline.

Qualifying Agent Documentation

Qualifying Agent .pdf

Upload a copy of Bidder's Qualifying Agent's registration or certification along with supporting documentation confirming Qualifying Agent has been the Qualifying Agent for Bidder for three years.

Conflicts of Interests

Conflicts of Interest.pdf

If applicable, upload details regarding any potential for conflicts of interests.

Ethics Code Disclosure

Ethics Code Disclosure statement .pdf

If applicable, Upload all required documentation as identified in Attachment D, Minimum Qualifications - Section 9.

Attachment A - Supplier Performance Verification Form

Supplier Performance Attachment.pdf

Upload a completed and fully executed Attachment A

Attachment B - E-Verify Compliance Verification Form

Everify Compliance.pdf

Upload a completed and fully executed Attachment B

Attachment C - Background Check Affidavit

Attachment C Background Checks.pdf

Upload a completed and fully executed Attachment C

Attachment D - Public-Entity-Crime-Statement

Attachment D Public Entity.pdf

Upload a completed and fully executed Attachment D

Attachment E - Non-coercion Affidavit for Human Trafficking

Attachment E Affidavit Attesting Noncoercive Conduct.pdf

Upload a completed and fully executed Attachment E

Attachment F - Statement of Compliance Byrd Anti-Lobbying

Attachmnet F Anti-Lobbying.pdf

Upload a completed and fully executed Attachment F

Attachment G - Minimum Qualf & Requirements

Attachment G - Minimum Qualf & Requirements.pdf

Upload a completed and fully executed Attachment G

Attachment H - BIDDER QUESTIONNAIRE

Attachment H - BIDDER QUESTIONNAIRE.pdf

Upload a completed and fully executed Attachment H

Attachment I - BID SIGNATURE FORM

Attachment I Bid Signature Form.pdf

Upload a completed and fully executed Attachment I

Response Attachments

Interacid North America, Inc. GHS SDS.pdf

SDS

2025 NSF.pdf

NSF Registration - still updating to our new name.

COA_SATCO_TANK 5 4-2025.pdf

93% COA as of April 2025. Our new name was not updated at the time this COA was written. FKA SATCO

Bid Attributes

1 BIDDER INSTRUCTIONS

The City deems certain documentation and information important in the determination of responsive and responsible and for the purpose of evaluating responses. All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient. Bidder shall submit the information and/or documentation requested that meets the Attributes. Failure to do so may result in the Bid response being deemed non-responsible, non-responsive and not considered for award.

2 Drug-Free Workplace Programs

Bidder is claiming it has implemented a drug-free workplace in accordance with Florida Statutes 287.087 as defined below:

Bidder hereby affirms that their business does:
(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Yes

3 Contract Indemnification

The parties agree that one percent (1%) of the total compensation paid by Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. Contractor shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

☑ I Affirm

4 Non-Collusive Affirmation

1. Bidder is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation;
2. Bidder is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response;
3. Bidder affirms its response is genuine and is not a collusive or sham response;
4. Bidder affirms that neither the Bidder nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. Bidder affirms the price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

☑ I Affirm

5 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

☑ I Affirm

6 Local Vendor Affirmation

Bidder shall affirm if it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt.

Bidder must include its local business Tax Receipt in the "Response Attachments" tab if making this claim.

I am not a local vendor.

7 Certified Business Entity Affirmation

If Bidder is claiming CBE certification, Bidder must affirm at least 50% of the work to be performed is performed by a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Bidder must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work.

NOTE: If making this claim, Bidder shall include in the "Response Attachments" tab the CBE certification documentation for each CBE named. Reference the ITB, Section III, General Terms and Conditions, Item 20 for more details on CBE certification.

I am not a Disadvantaged Business Entity

8 Verification of Employment Status

Bidder affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of:
a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and;
b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract.
Bidder further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract.

☑ I Affirm

9 Individuals with legal authority to contract

Based upon Bidder's business structure, in this section include the name and title of each officer, principal, partner, member, or individual (if sole proprietor or partnership)within Bidder's organization, with the legal authority to contractually bind the business.

NOTE: If Bidder's response is being submitted by anyone other than those listed, provide evidence of delegated authority on Bidder's company letterhead, signed by one of the individuals listed above and include in Bidder's Response Attachments.

Brent Shonka, President and Christopher Clark, Treasurer

10 Former Business Names

Under what other former names has Bidder's organization or officer, principal, partner, member, or individual (if sole proprietor or partnership) holding at least 30% interest in Bidder's business operated?

Sulphuric Acid Trading Company, Inc. (SATCO)

11 Use of Subcontractors

Will Bidder be using any subcontractors to complete any portions of the work?

Yes

12 List of Subcontractors

If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program. If no, enter N/A.

KC Industries, LLC - Hazardous chemical transportation company. They will deliver the acid to the facilities. N/A on CBE.

13 Default and Non-Performance History

Has Bidder, in the past 7 years, been found in default of a contract, failed to complete any work awarded to Bidder, or otherwise been notified of issues of non-performance by a party to any contract with Bidder? If yes, provide details.

No

14 Criminal Litigation History

Does Bidder or any of its principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

No

15 Litigation, Arbitration, and Claims or Liens against Bonds

As a prerequisite for qualification, the following shall apply:
a) Bidder shall not be involved in current/pending or past litigation/arbitration during the last five (5) years, which, can potentially have a material negative impact on its ability to execute this project;
b) Bidder shall not display an undesirable pattern of litigation with owners over construction matters;
c) Bidder shall not have had a claim against its bonding company in the last five (5) years wherein the bonding company was required to take over and complete the project or pay outstanding liens on the project.

Provide an explanation if Bidder does not meet any of these litigation, arbitration, claims or liens requirements.

N/A

16 Conflicts of Interests

Bidder affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all Bidders must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 for your business.
Bidder, including any principal, officer, agent, or proposed subcontractor, shall not have a record of any conflicts of interest that have not been waived by the City Commission

NOTE: If Bidder confirms it has potential conflicts, **Bidder must submit details regarding any potential conflicts of interests in the "Response Attachment" tab.**

If yes, give City officer(s), employee or attorney(s)'s names(s) and position(s).

☑ Bidder has read Florida Statute 112.313
☑ Bidder affirms that it does not have conflicts
☐ Bidder confirms it has potential conflicts

17 Attachment A – References & Vendor Performance Reference Verification Survey Form

Bidder shall submit Vendor Performance Reference Verification Survey Forms completed by five references with its Response Attachments.

☑ I Affirm

18 Attachment C - Background Check Affidavit

Bidder affirms to conduct background checks in accordance to the City's Background Check Affidavit (Attachment C), if awarded the contract.

☑ I Affirm

Bid Lines

1 Sulfuric Acid 93% for Water Treatment Plant Operations as per bid documents.

Quantity: 15606 UOM: ton Unit Price: $285.00 Total: $4,447,710.00

Item Notes: Quantity is estimated and based on previous annual usage for all Co-Op Agencies listed under the Attachments Tab, Exhibit I -Co-op Participating Agencies

Supplier Notes: Price quoted is for single point delivery, with one hour free unloading time followed by detention billed at $31.25 per quarter hour thereafter. If tractor air is required, a $35.00 charge will be applied. If a load is required to be split into different tanks a $125.00 split load fee would apply. Holiday deliveries are $275.00 per load. (Holidays: New Years Day, Easter, Independence Day, Thanksgiving, Christmas Eve and Christmas Day) In the event that tariffs or other trade duties are imposed by any governmental authority that directly affect the cost of the Services, a separate line item identifying the cost will be applied to the invoice. Proof of payment of the tariff by the Contractor will be supplied.

Item Attributes

1. Product Offered and Manufacturer Name.

NSF Certified, 93% Sulfuric Acid. Interacid North America, Inc. Tampa Terminal

2. Percentage H2SO4.

93.87%

3. Minimum Percentage of Sulfuric Acid.

93.2%

4. Average Percentage of Sulfuric Acid.

93.6%

5. Specific Gravity at 60 degrees Fahrenheit.

1.8358

6. Product Weight (pounds per gallon).

15.31

7. Iron as Fe (ppm).

6

8. Minimum Order Requirement in Tons.

24

9. Delivery time after receipt of order in calendar days.

2

10. Index Used for Price Adjustments

Offeror shall state the Index used for price adjustments (Producer Price Index - Commodities (PPI) for Chemicals and Allied Products, Sulfuric Acid (Commodity Code 0613020T1) or (Green Markets, Sulfur Postings, Recovered LT, Tampa Contract).

Producer Price Index

11. State telephopne number for placement of orders.

(813) 225-2000

12. State e-mail address for placement of orders.

kbain@interacidna.com

13. State telephone number for emergency contact after regular business hours.

(813) 225-2000

Response Total: $4,447,710.00

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

ITB 25-016

RE: Ethics Code Disclosure

Not applicable for Interacid North America, Inc.



Detail by Entity Name

Florida Profit Corporation
INTERACID NORTH AMERICA, INC

Filing Information

Document Number	P97000008780
FEI/EIN Number	59-3424337
Date Filed	01/29/1997
Effective Date	01/22/1997
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	03/28/2025
Event Effective Date	NONE

Principal Address

10210 Highland Manor Drive
Suite 140
TAMPA, FL 33610

Changed: 04/01/2025

Mailing Address

10210 Highland Manor Drive
Suite 140
TAMPA, FL 33610

Changed: 04/01/2025

Registered Agent Name & Address

CF REGISTERED AGENT, INC
100 S. ASHLEY DRIVE
SUITE 400
TAMPA, FL 33602

Name Changed: 03/30/2016

Address Changed: 03/30/2016

Officer/Director Detail

Name & Address

Title President, Secretary

SHONKA, BRENT R
10210 Highland Manor Drive
Suite 140
TAMPA, FL 33610

Title Director

Sato, Masaya R
10210 Highland Manor Drive
Suite 140
TAMPA, FL 33610

Title Treasurer

Clark, Christopher R
10210 Highland Manor Drive
Suite 140
TAMPA, FL 33610

Title Director

Tani, Masataka R
10210 Highland Manor Drive
Suite 140
TAMPA, FL 33610

Annual Reports

Report Year	Filed Date
2024	02/08/2024
2025	03/28/2025
2025	04/01/2025

Document Images

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04/11/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
02/06/2013 -- ANNUAL REPORT	View image in PDF format
01/30/2012 -- ANNUAL REPORT	View image in PDF format
01/28/2011 -- ANNUAL REPORT	View image in PDF format
12/14/2010 -- Amendment	View image in PDF format
03/01/2010 -- ANNUAL REPORT	View image in PDF format
12/04/2009 -- Amendment	View image in PDF format
04/27/2009 -- ANNUAL REPORT	View image in PDF format
04/11/2008 -- ANNUAL REPORT	View image in PDF format
02/14/2007 -- ANNUAL REPORT	View image in PDF format
03/31/2006 -- ANNUAL REPORT	View image in PDF format
02/25/2005 -- ANNUAL REPORT	View image in PDF format
03/31/2004 -- ANNUAL REPORT	View image in PDF format
04/17/2003 -- ANNUAL REPORT	View image in PDF format
06/25/2002 -- Amendment	View image in PDF format
04/02/2002 -- ANNUAL REPORT	View image in PDF format
02/26/2001 -- ANNUAL REPORT	View image in PDF format
10/03/2000 -- Amendment	View image in PDF format
02/04/2000 -- ANNUAL REPORT	View image in PDF format
02/24/1999 -- ANNUAL REPORT	View image in PDF format
05/28/1998 -- ANNUAL REPORT	View image in PDF format
01/29/1997 -- Domestic Profit Articles	View image in PDF format

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Deerfield Beach
Florida

ITBC No. 25-016

Bidder's Name: **Interacid North America, Inc.** (fka Sulphuric Acid Trading Company, Inc.)

SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: Seacoast Utility Authority

Reference Contact: Jessica Decker

Contact E-mail: jdecker@sua.com

Contact Phone #: (561)627-2900

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
9. Rate the overall quality of performance of the Contractor. 3

Additional comments (optional):

We have worked with Interacid NA (formerly SATCO) for many years. The customer service that Kaie Bain provides is second to none!

Always responsive and attentive to our needs. All around a great company to work with.

Reference Printed Name: Jessica Decker Title: Sr. Procurement Specialist
(Person completing survey)

Signature: Jessica Decker Date: 5/10/2025
(Person completing survey)

******THIS SECTION FOR CITY USE ONLY******

Reference Verified by City Employee: _____ Date: _____

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Deerfield Beach
Florida

ITBC No. 25-016

Bidder's Name: **Interacid North America, Inc.** (fka Sulphuric Acid Trading Company, Inc.)

SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: Tampa Bay Water

Reference Contact: Brian Borden

Contact E-mail: brian.borden@veolia.com

Contact Phone #: (813)205-9231

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
9. Rate the overall quality of performance of the Contractor. 3

Additional comments (optional):

Katie and crew have been one of the most attentive and responsive vendors that I have used over the years. Very flexible with ordering and any last minute changes.

Reference Printed Name: Brian Borden Title: Chemical Lead Operator
(Person completing survey)

Signature: B. Borden Date: 5.7.25
(Person completing survey)

******THIS SECTION FOR CITY USE ONLY******

Reference Verified by City Employee: _____ Date: _____

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Deerfield Beach
Florida

ITBC No. 25-016

Bidder's Name: **Interacid North America, Inc.** (fka Sulphuric Acid Trading Company, Inc.)

SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: City of Port St. Lucie

Reference Contact: Dan Burdett

Contact E-mail: DBurdett@cityofpsl.com

Contact Phone #: (772)873-6474

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
9. Rate the overall quality of performance of the Contractor. 3

Additional comments (optional):

GREAT COMPANY! WE HAVE BEEN USING THEM FOR A LONG TIME.

Reference Printed Name: DAN BURDETT (Person completing survey) Title: ACTING WTP SUPERINTENDENT

Signature: (Person completing survey) Date: 5/7/2025

******THIS SECTION FOR CITY USE ONLY******

Reference Verified by City Employee: Date:

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Deerfield Beach
Florida

E-VERIFY COMPLIANCE VERIFICATION FORM

Solicitation No: ITBC No. 25-016

Solicitation Title: Sulfuric Acid 93% for Water Treatment Plant Operations

Bidder Name: Interacid North America, Inc. ("Contractor")

Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(a) All persons employed by Contractor to perform duties within Florida during the term of the contract; and

(b) All persons (including SUBCONTRACTORs/SUBVENDORs) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract/agreement is a condition of the contract with the City of Deerfield Beach.

By executing this form, I, Brent Shonka, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Authorized Signature: _____ **Date:** May 12, 2025

Print Name: Brent Shonka **Title:** General Manager

STATE OF Florida

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 12th day of May, 2025 (year) by Brent Shonka (name of person making the statement) as General Mgr (title) of Interacid N.A., Inc. (company name), on behalf of Interacid N.A., Inc (company name), who ☒ is personally known to me or ☐ has provided N/A as identification.

NOTARY'S SEAL:

KATHRYN BAIN
MY COMMISSION EXPIRES 03-23-2026
NOTARY PUBLIC
COMM. # HH 236647
STATE OF FLORIDA

_____
NOTARY PUBLIC, STATE OF FLORIDA

Kathryn Bain
(Name of Acknowledger Taped, Printed or Stamped)

HH236647
Commission Number

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ATTACHMENT "C", BACKGROUND CHECK AFFIDAVIT

RFP/RSQ No. _____

STATE OF FLORIDA ( ) SS.
COUNTY OF (Hillsborough)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.

2. I am the General Manager (title) of Interacid North America, Inc. and I certify that I have the authority to make the representations set forth within this Affidavit.

3. Interacid North America, Inc. intends to enter into a contract with the City of Deerfield Beach for Sulfuric Acid 93%, ITBC No.25-016 .

4. The fulfillment of the Background Check as required per the terms and conditions of the Contract have been conducted through:

   ☒ The Florida Department of Law Enforcement's Computerized Criminal History (CCH) database (Level I)

   ☐ National Crime Information Center (NCIC) data base (Level II).

5. All criminal background checks must be conducted prior to any covered individual's initial access to City's property and, depending on the contract's term, on an annual basis thereafter.

6. I hereby certify that in accordance with requirements of Section 38-140 of the City of Deerfield Beach Code of Ordinances, background checks have been completed for all person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on city property and certify that no person who has been convicted or who has entered a plea of nolo contendere for any crime set forth within Section 38-140 shall perform work on city property. A list of such employees is set forth on page 3 of 3, attached hereto and made a part hereof.

7. I also certify that I shall maintain records of the criminal history checks for each person doing work on City property during the contract period and for one year thereafter and shall make such records available for inspection and verification by City.

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Executed this 12th day of May, 2025.

By _____
(Signature)

By Brent Shonka, General Manager
(Printed Name and Title)

The foregoing was acknowledged before me this 12th day of May, 2025, by Brent Shonka who is personally known to me or who has produced N/A as identification and who did take an oath.

WITNESS my hand and official seal, this 12th day of May, 2025.

(NOTARY SEAL)

KATHRYN BAIN MY COMMISSION EXPIRES 03-23-2026 NOTARY PUBLIC COMM. # HH 236647 STATE OF FLORIDA

_____
(Signature of person taking acknowledgment)

Kathryn Bain
(Name of officer taking acknowledgment)

typed, printed or stamped

_____
(Title or rank)

HH236647
(Serial number, if any)

My commission expires: March 23, 2026

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

ATTACHMENT D, PUBLIC ENTITY CRIMES

IFB No. 25-016

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Deerfield Beach by Brent Shonka, General Manager
[print individual's name and title]
for Interacid North America, Inc.
[print name of Proposer's entity submitting sworn statement]

whose business address is: 10210 Highland Manor Dr., Suite 140, Tampa FL 33610

and (if applicable)

its Federal Employer Identification Number (FEIN) is 59-3424337 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

   (a) I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime; or

   (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

1

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

ATTACHMENT C, PUBLIC ENTITY CRIMES

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature of Proposer

Sworn to and subscribed before me this 12th day of May, 20 25.

Personally known X OR Produced identification N/A

Notary Public – State of Florida

My commission expires March 23, 2026



Notary Signature

Kathryn Bain

Printed or stamped commission name of notary public)

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

Attachment E - Affidavit Attesting to Noncoercive Conduct for Labor or Services

Bidder name: Interacid North America, Inc. **(Vendor)**

Vendor FEIN: 59-3424337

Address: 10210 Highland Manor Drive, Suite 140

City: Tampa State: FL Zip: 33647

Phone number: (813)225-2000 Email Address: contract@interacidna.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____
Authorized Signature

Printed Name and Title: Brent Shonka, General Manager Date: May 12, 2025

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

ATTACHMENT "F"

BYRD ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

To be submitted with each bid or offer exceeding $100,000.00

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Interacid North America, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.* apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Brent Shonka, General Manager

Name and Title of Contractor's Authorized Official

Date May 12, 2025

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

ATTACHMENT G – MINIMUM QUALIFICATIONS AND REQUIREMENTS

The City deems certain documentation and information important in the determination of responsive and responsible and for the purpose of evaluating responses. Additional documents and information must be provided by the Bidder in response to specific requirements stated herein or within the ITB.

SECTION I MINIMUM QUALIFICATIONS

Bidder shall submit the information and/or documentation requested that confirms Bidder meets the minimum qualification. Failure to do so may result in the Bid being deemed non-responsive or non-responsible and not considered for award. As applicable, the City will verify the information provided.

1. **Experience**

   Bidder must have been in the business of providing goods/services similar to those in this ITB for a minimum of two years.

   Provide the following information for three client references who can verify Bidder has experience in providing the goods/services similar to those in this ITB and who are agreeable to responding to the City's inquiry regarding this minimum qualification.

   Client Name Tampa Bay Water
   Client contact name Brian Borden
   Contact phone number (813)205-9231
   Contact email address brian.borden@veolia.com

   Client Name City of Port St. Lucie
   Client contact name Dan Burdett
   Contact phone number DBurdette@cityofpsl.com
   Contact email address (772)873-6474

   Client Name Seacoast Utility Authority
   Client contact name Jessica Decker
   Contact phone number (561)627-2900
   Contact email address jdecker@sua.com

2. **Contract Performance**

   Bidder has not, within the prior five (5) years, had a history of non-performance.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

[X] **By checking this box, Bidder affirms that it has not, within the prior five years, had a history of non-performance.**

3. City Contract Performance

Bidder, including any principal, officer, agent, or proposed subcontractor of Bidder, shall not have failed to perform faithfully on any previous contract with the City.

[X] **By checking this box, Bidder affirms that it has not failed to perform on any previous contract with the City.**

4. Equipment

Bidder must possess all equipment required for the provision of work.

Provide a list of the primary equipment to be utilized for the provision of goods/services in accordance with the requirements of this solicitation:

Liquid bulk supply of 93% sulphuric acid. We have over 60K MT storage tanks located in Tampa, FL.

5. Provide supporting documentation in the form of photographs of the equipment referenced above in Item 4.

[ ] **By checking this box, Bidder confirms it has submitted photographs with its Bid.**

6. Convicted / Suspended / Discriminatory / Complaints Vendor Lists

In accordance with Florida Statute §287.017, Bidder shall not be on any of the following lists: Florida Department of Management Services Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, and Vendor Complaint List**.**

[X] **By checking this box, Bidder affirms it is not on the Florida Department of Management Services Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, nor Vendor Complaint List, and that no action or inaction has been taken by Bidder or its representatives to warrant inclusion on any of these lists.**

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

7. Prohibition Against Contracting with Scrutinized Companies

In accordance with 287.135 (5), at the time Bidder submits a Bid for a contract or before the company enters into or renews a contract with the City for goods or services of $1 million or more, is not on the Scrutinized Companies with Activities in Iran Petroleum Energy List, or engaged in business operations in Cuba or Syria.

☒ **By checking this box, Bidder affirms that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business operations in Cuba or Syria.**

8. Prohibition Against Contracting with Russian Companies

In accordance with City of Deerfield requirements and federal sanctions, Bidder shall not be listed on the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC): Russia-EO 14024 Sanctions List doing business with Russian companies; directing the divestment of investments in Russia and with Russian-related institutions, companies or entities, and individuals.

☒ **By checking this box, Bidder affirms that it is not listed on the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC): Russia-EO 14024 Sanctions List.**

9. Ethics Code Disclosure

In accordance with Section 2-505 Chapter 2, Article IX, known as the City of Deerfield Beach Ethics Code, Bidder shall not have any ethics code violations and must disclose and provide documentation for any of the items in a, b, or c that are applicable and attach to the response all necessary and relevant information and documentation as shown below:

a. Include a listing of all campaign contributions to a sitting city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the applicant is a corporation, or partners if the applicant is a partnership, or members, whether generally or limited if it's a limited liability company.
b. Disclose all those items that a regulated officer is required to disclose under Article IX, Ethics Code, concerning any conflict, whether actionable or non-actionable.
c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation.

☐ **By checking this box, Bidder confirms it has made contributions and has uploaded in the "Response Attachments" tab in the eProcurement Marketplace all necessary and relevant information to include the following for all contributions:**

(1) the name of the individual making the contribution,
(2) name of the individual to whom the contribution was paid,
(3) the title of the individual to whom the contribution was paid,
(4) the amount of the contribution,
(5) The date of the contribution.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

[X] **By checking this box, Bidder affirms that it has NOT made any campaign contributions as detailed above and therefore no information is submitted for this item.**

[ ] **By checking this box, Bidder confirms it has submitted in the "Response Attachments" all necessary and relevant information to include disclosure concerning any conflict, whether actionable or non-actionable.**

[X] **By checking this box, Bidder affirms that it does NOT have any disclosures concerning any conflict and therefore no information is submitted for this item.**

[ ] **By checking this box, Bidder confirms it has attached to its response all necessary and relevant information to include disclosure of any action that is a violation of this Article IX, Ethics Code and what was done to rectify the violation.**

[X] **By checking this box, Bidder affirms that it does NOT have any disclosures concerning any violation of Article IX, Ethics Code.**

10. Registration with State

Bidder must be registered with the State of Florida, Division of Corporations, to do business in Florida prior to the Close Date and Time.

Provide Bidder's name and FEI/EIN number as shown on the State of Florida Division of Corporations www.sunbiz.org website.

Interacid North America, Inc. 59-3424337

11. Compliance with Florida Fictitious Name Statute

Any fictitious name or "doing business as" (dba) under which Bidder operates must be registered with the Florida Department of State, Division of Corporations, in compliance with Florida Fictitious Name Act, Florida Statute §865.09 which requires any person (which, by definition, includes an individual, as well as a business entity) to register their fictitious name or dba name with the Florida Department of State prior to conducting business in Florida.

Provide any fictitious name/dba name under which Bidder operates.

[X] **By checking this box, Bidder affirms it is in compliance with the Florida Fictitious Name Act, Florida Statute §865.09 and has registered any fictitious name/dba.**

12. Convictions or Pleas

Bidder, its principals, and staff, employees, and subcontractors shall not have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime. Provide

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

details in Bidder's response of any such conviction or plea.

☒ **By checking this box, Bidder confirms it does NOT have such conviction or plea.**
☐ **By checking this box, Bidder confirms it has such conviction or plea. If so, provide a brief summary of the conviction or plea.**

_____

_____

13. Conflicts of Interest

Bidder, including any principal, officer, agent, or proposed subcontractor, shall not have a record of any conflicts of interest that have not been waived by the City Commission. Bidder affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. Bidders must disclose if any City of Deerfield Beach officer, employee, or attorney is also an owner, or employee of their business.

☒ **By checking this box, Bidder affirms that it does not have a record of conflicts of interest, as defined in Florida Statutes, that have not been waived.**

☐ **By checking this box, Bidder confirms it has identified a potential conflict of interests. Provide the City officer(s), employee or attorney(s)'s names(s) and position(s) and provide a brief summary of the details.**

_____

_____

14. Arrears or Default

Bidder, including any principal, officer, agent, or proposed subcontractor of Bidder, shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise). The City will confirm compliance.

☒ **By checking this box, Bidder affirms that it is not in arrears or default of any debt or contract involving the City.**

15. Judgements, Lawsuits Criminal Activities

Bidder, including any principal, officer, agent, or proposed subcontractor, shall have no record of judgments, pending lawsuits against the City, or criminal activities involving moral turpitude.

☒ **By checking this box, Bidder affirms it has no record of judgements, pending lawsuits against the City, or criminal activities involving moral turpitude.**

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

☐ **By checking this box, Bidder affirms that it has a record of judgements, pending lawsuits, or criminal activities and has provided details of any such record in its Bid response.**

SECTION II REQUIREMENTS

Bidder shall submit the information and/or documentation requested below. Failure to do so may result in the Bid response being deemed non-responsible or non-responsive and not considered for award. As applicable, the City will verify the information provided.

1. **Non-Collusive Affirmation**

Entity submitting this Bid affirms:

(1) Entity is an authorized Owner, Partner, Officer, Representative, or Agent of the business submitting a Bid response to this solicitation;

(2) Entity is fully informed respecting the preparation and contents of the Bid response and of all pertinent circumstances respecting such response;

(3) Such response is genuine and is not a collusive or sham response;

(5) Neither the business submitting the Bid response nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

(5) The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

Full Legal Name of the entity submitting this Bid response on behalf of Bidder.

Interacid North America, Inc.

☒ **By checking this box, I affirm that all of the above in Non-Collusive Affirmation, Items 1, 2, 3, 4, and 5 are true.**

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

2. **Drug-Free Workplace Programs**

Whenever two or more Bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Bid, or received from a business that certifies that it has implemented a drug-free workplace program as defined in Florida Statute 287.087 shall be given preference in the award process.

☒ **By checking this box, Bidder affirms it has a drug-free workplace program in accordance with Florida Statute 287.087.**

☐ **By checking this box, Bidder affirms it DOES NOT have a drug-free workplace program in accordance with Florida Statute 287.087.**

3. **Local Vendor Affirmation**

Bidder affirms it meets the requirements for "local Business Preference and has:

(a) Been in business at least one year (12 months) prior to the release date of the solicitation.
(b) Has a valid local business tax receipt issued by the City.
(c) Has a physical address located in the City limits of Deerfield Beach from which its business is conducted.

☒ **By checking this box, Bidder affirms it is NOT a local business as defined above.**

☐ **By checking this box, Bidder affirms it is a local business and has attached its City of Deerfield Beach business tax receipt in the "Response Attachments" for its Bid response.**

4. **Financial Statements**

The City may request from Bidders their financial audits and statements for the past two (2) reporting years (Income Statements and Balance Sheets) in accordance with Florida Statute §119.07(1) and s. 24(a), Art. I of the State Constitution.

☒ **By checking this box, Bidder affirms it will provide such additional financial information if requested by the City.**

5. **Litigation, Arbitration, Claims**

Bidder shall not be involved in current, pending or past litigation or arbitration over the last five years, which, in the opinion of the City, is likely to have a material negative impact on their ability to provide the required goods/services.

☒ **By checking this box, Bidder claims it HAS NOT been involved in litigation, arbitration, or claims with the past five years that will have a material negative impact on its ability to provide the required goods/services.**

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

☐ **By checking this box, Bidder claims it has been involved in litigation, arbitration, or claims with the past five years that may have a material negative impact on its ability to provide the required goods/services. Include a brief explanation below of the circumstances.**

[END]

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

ATTACHMENT H - BIDDER QUESTIONNAIRE

This Bidder Questionnaire is not inclusive of all the information that may be necessary to properly evaluate the Bid response and confirm the Bidder has the capacity and capability to meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Bidder in response to specific requirements stated herein or within the ITB. If requested by the City, additional documents and information must be provided by Bidder.

1. **Bidder's Legal Name**

   Provide the legal contracting name of Bidder including any dba.

   Interacid North America, Inc.

2. **Executive Leadership**

   Provide a list of officers, principals, owners, partners, or managers of the Bidder's company. Include names, phone numbers, and email addresses.

   Brent Shonka, Title President and Secretary, 10210 Highland Manor Dr., Suite 140, Tampa FL 33610

   Masaya Sato, Title Director, 10210 Highland Manor Dr., Suite 140, Tampa FL 33610

   Chris Clark, Title Treasurer, 10210 Highland Manor Dr., Suite 140, Tampa FL 33610

   Masataka Tani, Title Director, 10210 Highland Manor Dr., Suite 140, Tampa FL 33610

3. **Previous Company Names**

   Provide any former business name(s) Bidder or principals of Bidder's firm, holding at least 30% interest in Bidder's company, operated under.

   Sulphuric Acid Trading Company, Inc.

4. **Organization**

   Provide the state of organization or incorporation for Bidder.

   Florida

5. **Type of Organization**

   Provide the type of organization of Bidder's company (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, S Corporation, Corporation).

   Corporation

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

6. **Contact Info**

Provide Bidder's Contact Information

a. Address 10210 Highland Manor Drive, Suite 140
b. City, State, Zip Tampa, FL 33610
c. Phone (813) 225-2000
d. Number of years at this location Just under 2 years
e. Contact Email contract@interacidna.com

7. **Experience**

Provide the number of years Bidder has provided construction services to government entities. We provide liquid bulk 93% sulfuric acid to water treatment plants.

8. **Subcontractors**

Provide a list of all subcontractors proposed for the project to include the following:

1. Subcontractor Name
2. City, State, Zip
3. Type of work to be assigned

K.C. Industries Trucking, 2210 Peerless Road, Mulberry Fl 33860

Bulk liquid hazmat transportation company - they will deliver the acid to the water treatment plants

9. **Proposed Key Staff**

Provide a list that includes the following information of Bidder's key staff (e.g., project lead, manager, supervisor) to be assigned to the project:

a. Full name Susan Forney

Proposed role Supply Chain Manager Years of experience in this type of work 30+ years

b. Full name Katie Bain

Proposed role Customer Service Years of experience in this type of work 15+ years

c. Full name _____

Proposed role _____ Years of experience in this type of work _____

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

10. **History and Past Performance**

Provide a list of customer references for whom Bidder has provided similar goods/services as those in this ITB in the past five years, particularly for government entities, who are agreeable to responding to an inquiry by the City. Include the following information:

a. Customer Name City of Tampa Water Treatment Plant
b. Address (City/State) 7125 North 30th St., Tampa FL 33610
c. Contact name Brad May, Supervisor
d. Contact email address Brad.May@tampagov.net
e. Start/End Dates June 2021 - June 2025
f. Type of work (Brief description 1-2 sentences)
Supplying sulfuric acid for over 28+ years

a. Customer name Seacoast Utility Authority
b. Address (City/State) 4170 Hood Road, Palm Beach Gardens FL 33410
c. Contact name Jessica Decker
d. Contact email address JDecker@sua.com
e. Start/End Dates July 2022 - July 2025
f. Type of work (Brief description 1-2 sentences)
Supplying sulfuric acid for over 11 years

a. Customer name Town of Jupiter Utilities
b. Address (City/State) 17403 Central Blvd., Jupiter FL
c. Contact name Daniel Reid
d. Contact email address danielr@jupiter.fl.us
e. Start/End Dates October 2024 - October 205
f. Type of work (Brief description 1-2 sentences)
Supplying sulfuric acid for over 20+ years

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

a. Customer name Lee County
b. Address (City/State) 18250 Durrance Rd. Fort Myers Fl
c. Contact name Craig Bell
d. Contact email CBell2@leegov.com
e. Start/End Dates 2020 - 2026
f. Type of work (Brief description 1-2 sentences)
Supplying 93% sulfuric acid for 5 years

a. Customer name City of Port St. Lucie
b. Address (City/State) 900 SE Ogden Lane, Port St. Lucie Fl 34983
c. Contact name Dan Burdett
d. Contact email DBurdett@cityofpsl.com
e. Start/End Dates 2025 - 2027
f. Type of work (Brief description 1-2 sentences)
Supplying sulphuric acid for over 15+ years

11. **Contract Termination**

[X] By checking this box Bidder is attesting it has not had a contract terminated in the past three years prior to completion of the work.

[ ] By checking this box, Bidder is attesting it has had a contract terminated in the past three years prior to completion of work. If yes, explain circumstances regarding early termination:

12. **Addenda**

Bidder must acknowledge receipt of all addenda to this solicitation issued by the City. Bidder affirms receipt of the following Addenda:

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

Bidder Interacid North America, Inc.

Bidder affirms receipt of the following Addenda. None

Signature of authorized official of Bidder

General Manager
Title of authorized official

May 13, 2025
Date

[END]

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

ATTACHMENT I, BID SIGNATURE FORM

Solicitation Number: ITB 25-016

The undersigned represents that by signing this Bid Signature Form that the Bidder agrees to the terms and conditions in this ITB in its entirety, which incorporates all addenda, appendices, exhibits, and attachments, and is prepared to sign the Contract, of which an example is incorporated into this ITB. The Bidder understands that if it submits exceptions to the terms and conditions of the ITB in its Bid, the Bidder may be determined non-responsive and its Bid not considered for award.

All questions, clarifications, or requested exclusions or changes to the terms and conditions must be submitted via the City's eProcurement Marketplace during the Question and Clarification period stated in the ITB. Any changes or modifications to the ITB terms and conditions will be incorporated via an addendum.

Name of Bidder: Interacid North America, Inc.

Street Address: 10210 Highland Manor Drive, Suite 140

City/State/Zip: Tampa, Florida 33610

Total Bid Price: $285.00 per short ton

Signature: Brent Shonka
(Authorized officer)

Date: May 12, 2025

Printed Name: Brent Shonka

Title: General Manager

Return this fully executed form with your Response.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

10210 Highland Manor Drive
Suite 140
Tampa, Florida 33610
P: 813-225-2000

May 12, 2025

Re: ITB 25-016 - Experience

Interacid North America, Inc. (fka: Sulphuric Acid Trading Company, Inc. (SATCO)) imports and distributes sulfuric acid into the United States. We started operations over 35 years ago with our 80,000 mt capacity marine terminal located at Port Tampa Bay, Florida. This facility is NSF 60 certified and is well positioned to service the Southwest and Eastern Seaboard Sulphuric Acid market by truck or rail. Interacid North America, Inc. markets 93-98% acid within the municipal, industrial and agricultural customers for use in a wide range of applications.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

SAFETY DATA SHEET

This SDS complies with REACH 1907/2006 and 2001/58/EC, GHS REVISION 5, OSHA 29CFR 1910.1200

Issue Date: April 29, 2015 **Revision Date: April 24, 2025**

Section 1: Chemical Product and Company Identification

PRODUCT NAME: **SULPHURIC ACID 93 – 99%**
FORMULA: H_2SO_4
PRODUCT USE: Manufacture of Fertilizers, Batteries, Industrial chemicals, Water treatment, Pulp & Paper, Mining

EMERGENCY TELEPHONE
Chemtrec U.S.-Canada: 800-424-9300
Chemtrec International: 703-527-3887

CHEMICAL SUPPLIER COMPANY NAME **Interacid North America, Inc.**

Headquarters:
10210 Highland Manor Drive, Suite 140
Tampa, Florida 33610
Information 800-633-1358
Fax: 813-225-1001

Roswell Location:
560 West Crossville Road, Suite 204
Roswell, Georgia 30075
Information 678-461-0456

Safety Data Sheet Competent Person: Brian Despres BDespres@interacidNA.com

Section 2: Hazards Identification

GHS Hazard Class



Skin Corrosive	Category 1
Eye Corrosive	Category 1
Acute Toxicity Oral	Category 5
Corrosive to Metals	Category 1

Signal word: Danger

Hazard Statement:	H314	Causes severe skin burns and eye damage
	H318	Causes serious eye damage
	H301	May be harmful if swallowed

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

		H290	May be corrosive to metals
Precautionary	Prevention	P260	Do not breathe dusts or mists.
Statements:		P280	Wear protective gloves/protective clothing/eye protection/face protection.
		P264	Wash hands thoroughly after handling.
		P234	Keep only in original packaging.
	Response	P301+P330+P331	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
		P303+P361+P353	IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower.
		P363	Wash contaminated clothing before reuse.
		P304+P340	IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
		P310	Immediately call a POISON CENTER or doctor/physician.
		P305+P351+P338	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do so. Continue rinsing.
		P312	Call a Poison Control center or doctor/physician if you feel unwell
		P390	Absorb spillage to prevent material damage
	Storage	P405	Store locked up.
		P406	Store in corrosion resistant container with a resistant inner liner.
	Disposal	P501	Dispose of contents/container by following the waste disposal requirements of your country, state, or local authorities.

Hazards not otherwise classified (HNOC) or not covered by GHS: None

HAZARD CLASSIFICATION: Classified as hazardous based on IATA, IMDG, and DOT.

FIRE AND EXPLOSION: Not considered flammable or combustible.

POTENTIAL HEALTH EFFECTS: <0 % of mixture consists of ingredients of unknown acute toxicity

APPEARANCE: Clear, colorless to amber (light)

Section 3: Composition, Information on Ingredients

PRODUCT COMPOSITION	APPROX %	CAS NO.	EINECS/ ELINCS	CANADA DSL
Sulphuric Acid	>93	7664-93-9	231-639-5	Y
Water	<7	7732-18-5	231-791-2	Y

Some items on this SDS may be designated as trade secrets (TS). Bonafide requests for disclosure of trade secret information to medical personnel must be made in accordance with the provisions contained in 29 CFR 1910.1200 I 1-13.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

Section 4: First Aid Measures

Description of First Aid Measures

Inhalation	Move victim to fresh air. If not breathing, provide CPR (cardio pulmonary resuscitation). Do Not use mouth-to-mouth if victim ingested or inhaled with substance: give CPR with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Get immediate medical attention.
Skin Contact	Immediately flush skin with running water for at least 15 minutes. (Pay particular attention to folds, crevices, creases, groin). Start flushing while removing contaminated clothing. While in transport continue applying cold, wet compresses. If medical treatment is delayed, repeat the flushing or immerse the affected area in cold water. Creams and ointments should NOT be applied before or during the washing process. Discard heavily contaminated clothing and shoes, otherwise wash clothing separately before reuse.
Eye Contact	Immediately flush eyes with running water for at least 15 minutes. Hold eyelids open during flushing. Get immediate medical attention.
Ingestion	DO NOT INDUCE VOMITING. Never give anything to an unconscious person. If victim is alert and conscious, rinse mouth with water to dilute material. Spontaneous Vomiting: have victim lean forward with head down to avoid aspiration. Rinse mouth and administer more water. Immediately contact local poison control center. Get immediate medical attention.

Most important symptoms and effects, both acute and delayed

Symptoms/Injuries after Inhalation	Material is extremely destructive to the tissue of the mucous membranes and upper respiratory tract.
Symptoms/Injuries after Skin Contact	May be harmful if absorbed through skin. Causes skin burns. Causes skin irritation.
Symptoms/Injuries after Eye Contact	Causes severe eye burns. Causes eye irritation.
Symptoms/Injuries after Ingestion	May be harmful if swallowed.

Indication of any immediate medical attention and special treatment needed

Material is extremely destructive to tissue of the mucous membranes and upper respiratory tract, eyes, and skin., spasm, inflammation and edema of the larynx, spasm, inflammation and edema of the bronchi, pneumonitis, pulmonary edema, burning sensation, Cough, wheezing, laryngitis, Shortness of breath, Headache, Nausea, Vomiting, Pulmonary edema. Effects may be delayed, to the best of our knowledge; the chemical, physical, and toxicological properties have not been thoroughly investigated.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

Section 5: Fire-fighting Measures

Suitable extinguishing media

Small Fire	Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.
Large Fire	Flood fire area with large quantities of water while knocking down vapors with water fog. If insufficient water supply, knock down vapors only.
Unsuitable extinguishing media	No information available
Special hazards arising from the substance or mixture	Non-combustible Hazardous combustion products: Releases of sulfur dioxide at extremely high temperatures.
Special remarks on Fire Hazards	Not flammable but highly reactive. Strong dehydrating agent, which may cause ignition of finely divided combustible materials on contact.
Special remarks on Explosion Hazards	Reacts violently with water with the evolution of heat. Reacts with most metals, especially when diluted. Hydrogen gas release (extremely flammable, explosive).
Protective actions fire-fighters	Wear standard protective equipment, self-contained breathing apparatus and full fire-fighting gear. Runoff from fire control may cause pollution. Neutralize run-off with lime or soda ash.
Further information	Use water spray to cool unopened containers.

Section 6: Accidental Release Measures

Personal precautions, protective equipment, and emergency procedures
Do not touch or walk through spilled material. Do not breathe vapor or mist. Provide sufficient ventilation, use respirator if ventilation is not satisfactory. Wear proper personal protective equipment (see Section 8).

Environmental precautions
Prevent further leakage or spillage if safe to do so. Prevent spills or contaminated rinse water from entering sewers or watercourses. Inform the local authorities if the product has caused environmental pollution.

Methods and materials for containment and cleaning up

Small Spills:	Absorb with dry materials such as earth or sand. Place in a chemical waste container.
Large spills:	Dike the spill with earth or sand if possible. Restrict access to area until completion of clean up. Ensure trained personnel conduct clean up. Use proper personal protection equipment (see Section 8). Prevent liquid from entering waterways or sewers. Collect into plastic containers for disposal. Call emergency services. Comply with Federal, Provincial/State and local regulations on reporting releases. (For disposal reference section 13).

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

Section 7: Handling and Storage

Precautions for safe handling

Use only with adequate ventilation.
Do not inhale vapors.
Wear proper protective equipment when handling this material.
Avoid contact with skin, eyes, or clothing.
Wash hands and face after handling this material.

Conditions for safe storage, including any incompatibilities

Keep container closed when not in use.
Utilize chemical segregation.
Follow all applicable local regulations for handling and storage.

Specific uses

Manufacture of Fertilizers, Batteries, Industrial chemicals, Water treatment, Pulp & Paper, Mining

Section 8: Exposure Controls/Personal Protection

Control Parameters

PRODUCT COMPOSITION	ACGIH TLV	OSHA PEL	NIOSH REL
Sulphuric acid	0.2 mg/m^3	1 mg/m^3	1 mg/m^3

Exposure controls

VENTILATION:	Always provide good general, mechanical room ventilation where this chemical/material is used.
SPECIAL VENTILATION CONTROLS:	Use this material inside totally enclosed equipment, or use it with local exhaust ventilation at points where vapors can be released into the workspace air.
RESPIRATORY PROTECTION:	Follow the OSHA respirator regulations found in 29 CFR 1910.134 or the CEN European Standards (EU). Use a NIOSH/MSHA or European Standard (EN) approved respirator if exposure limits are exceeded or if irritation or other symptoms are experienced.
PROTECTIVE GLOVES:	Neoprene, butyl, or nitrile rubber gloves are recommended.
EYE PROTECTION:	Safety glasses or splash goggles with face shield.
SKIN PROTECTION:	Complete personal protective equipment against chemical. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace. Recommended: Acid resistant rubber apron with long sleeves, boots.
WORK/HYGIENE PRACTICES:	Avoid breathing vapor. Avoid contact with eyes. Wash hands after handling.
OTHER EQUIPMENT:	Make safety shower, eyewash stations, and hand washing equipment available in the work area.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

Section 9: Physical and Chemical Properties

	PRODUCT CRITERIA
APPEARANCE - COLOR:	Clear, colorless to amber (light)
PHYSICAL STATE:	Liquid (oily liquid, clear to turbid)
ODOR:	Odorless
ODOR THRESHOLD	Not available
PH	<1 (1% solution/water
MELTING POINT/FREEZING POINT:	-31°F to 52°F (-35°C to 11°C)
INITIAL BOILING POINT AND BOILING RANGE:	379°F to 621°F (193°C to 327°C) at 760 mm Hg
FLASH POINT:	Not Applicable
EVAPORATION RATE:	Not available
FLAMMABILITY (Solid, gas)	Not Available
UPPER/LOWER FLAMMABILITY OR EXPLOSIVE LIMITS	Not available
VAPOR PRESSURE	<1 Mm Hg, 77°F
VAPOR DENSITY (AIR = 1)	3.4 [Air = 1]
RELATIVE DENSITY (@25 ºC):	1.84
SOLUBILITY(IES)	Yes (water)
OXIDIZING PROPERTIES	Not available
PARTITION COEFFICIENT: n-octanol/water	Not available
AUTO IGNITION TEMPERATURE	Not available
DECOMPOSITION TEMPERATURE	>340°C
VISCOSITY	28 – 36 cP @ 60°F

Section 10: Stability and Reactivity

Reactivity:	Reacts violently with water, organic substances and base solutions with evolutions of heat and hazardous mists.
Chemical Stability:	Stable under recommended storage conditions.
Possibility of Hazardous Reactions:	Under normal conditions of storage and use will not occur. Reacts violently with water
Conditions to Avoid:	Heat, sources of ignition
Incompatibility (Materials to Avoid):	Bases, Halides, Organic materials, Carbides, fulminates, Nitrates, picrate's, Cyanides, Chlorates, alkali halides, Zinc salts, permanganates, e.g. potassium permanganate, Hydrogen peroxide, Azides, Perchlorates., Nitromethane, phosphorous, Reacts violently with:, cyclopentadiene, cyclopentanone oxime, nitroaryl amines, hexalithium disilicide, phosphorous(III) oxide, Powdered metals
Hazardous Decomposition Products:	Possibility of decomposition if heated and in contact with sources of ignition. Release of toxic gases and vapors (sulfur oxides SO_2, SO_3).

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

Section 11: Toxicological Information

GHS Required Criteria	Toxicity Criteria	Toxicity Information	Comments	Chemical Constituent
Acute Toxicity	LD50 (Oral/Rat):	2140 mg/kg		Sulphuric acid
	LC50 (Inhalation/Rat):	510 mg/m3	2 hours	Sulphuric acid
Skin Corrosion/Irritation	Skin - Rabbit - Extremely corrosive and destructive to tissue.			Sulphuric acid
Serious Eye Damage / Eye Irritation	Eyes - Rabbit - Corrosive to eyes			Sulphuric acid
Respiratory or Skin Sensitization		Data not available		
Germ Cell Mutagenicity		Data not available		
Carcinogenicity		Not listed	NTP	
		Not listed	IARC	
		Not listed	OSHA	
Reproductive Toxicity		Data not available		
STOT -- Single Exposure		Data not available		
STOT – Repeated Exposure		Data not available		
Aspiration Hazard		Data not available		

STOT = Specific Target Organ Toxicity

Section 12: Ecological Information

Toxicity:	Toxicity to fish LC50 - Gambusia affinis (Mosquito fish) - 42 mg/l - 96 h	Sulphuric acid
	EC50 - Daphnia magna (Water flea) - 29 mg/l - 24 h	Sulphuric acid
Persistence and degradability:	No information is available.	
Bioaccumulative potential	No information is available.	
Mobility in soil:	No information is available.	
PBT and vPvB assessment:	No information is available.	
Other adverse effects:	No information is available.	

Section 13: Disposal Considerations

Waste from residues/unused products: Follow the waste disposal requirements of your country, state, or local authorities. Contact a licensed professional, waste disposal service to dispose of this material. Dissolve or mix the material with a combustible solvent and burn in a chemical incinerator equipped with an afterburner and scrubber. Offer surplus and non-recyclable solutions to a licensed disposal company.

Contaminated packaging: Contaminated packaging material should be disposed of as stated above for residues and unused product.

Rinsate: Do not dispose of rinse water containing product in a sanitary sewer system or stormwater drainage system.

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Section 14: Transport Information

ROAD TRANSPORT:

ADR = International Carriage of Dangerous Goods by Road

UN NUMBER:	UN 1830
DOT PROPER SHIPPING NAME	Sulfuric Acid
DOT / ADR HAZARD CLASS:	Corrosive
DOT / ADR LABELS:	Class 8
PLACARD:	Corrosive, Class 8



DOT / ADR PACKAGING GROUP:	II
REPORTABLE QUANTITY (RQ)	1000 LBS (454 Kgs)

SEA TRANSPORT: IMDG

PROPER SHIPPING NAME	Sulfuric Acid
UN NUMBER SEA	UN 1830
CLASS:	8
PACKING GROUP:	II
EmS No.:	F-A, S-B
MARINE POLLUTANT:	No
SEA TRANSPORT NOTES:	Category C. For Steel drums Category B.

AIR TRANSPORT: IATA/ICAO

UN NUMBER:	UN 1830
PROPER SHIPPING NAME	Sulfuric Acid
HAZARD CLASS:	8
PACKAGING GROUP:	II

Section 15: Regulatory Information

TOXIC SUBSTANCES CONTROL ACT (TSCA) STATUS:

This product is in compliance with rules, regulations, and orders of TSCA. All components are listed on the TSCA Inventory.

SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (SARA) TITLE III SECTION 313 SUPPLIER NOTIFICATION:

This regulation requires submission of annual reports of toxic chemical(s) that appear in section 313 of the Emergency Planning and Community Right To Know Act of 1986 and 40 CFR 372. This information must be included in all SDS's that are copied and distributed for the material.

The Section 313 toxic chemicals contained in this product are: Sulfuric acid

CALIFORNIA PROPOSITION 65:

This regulation requires a warning for California Proposition 65 chemical(s) under the statute.

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

The California proposition 65 chemical(s) contained in this product are: None

STATE RIGHT-TO-KNOW TOXIC SUBSTANCE OR HAZARDOUS SUBSTANCE LIST:

Florida Toxic Substance(s):	Not listed
Massachusetts's hazardous substance(s):	Sulfuric acid
Pennsylvania hazardous substance code(s):	Sulfuric acid
New Jersey	Sulfuric acid

CANADA:
This SDS contains all of the information required by the Controlled Products Regulations (CPR).

WHMIS-INFORMATION:
This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR), SOR/88-66, Current to February 20, 2012. The classes of controlled products listed in the CPR, Section 32, Part IV, have been reviewed and based on Professional Judgment this product has been determined to be WHMIS controlled as a corrosive material.

Sulphuric acid:
D1A - Poisonous and infectious material - Immediate and serious effects - Very toxic
E - Corrosive material

EUROPEAN UNION:
This product has been reviewed for compliance with the following European Community Directives: REACH 1907/2006; Regulation (EC) No 1272/2008 on classification, labeling, and packaging (CLP) of substances and mixtures. None of the chemicals used in this product are on the EU's REACH SVHC (Substances of Very High Concern) chemicals list (as of June 16, 2014).

Section 16: Other Information

NFPA Rating:

Component	Health (Blue)	Flammability (Red)	Reactivity (Yellow)	Special (White)
SULPHURIC ACID	3	0	2	~~W~~

Initial issue date:	April 29, 2015
Final revision date:	April 24, 2025
Revision Number:	4
Revision explanation	Company Name Change
Information Sources:	RTECS, ECHA, REACH, OSHA 29CFR 1910.1200

"Disclaimer: This document is generated to distribute health, safety and environmental data. It is not a specification sheet and none of the displayed data should be construed as a specification. Information on this SDS sheet was obtained from sources which we believe are reliable, and we believe that the information is complete and accurate. However, the information is provided without any warranty, express or implied, regarding its correctness. Some of the information presented and conclusions drawn are from sources other than direct test data of the substance. The conditions or methods of handling, storage, use and disposal of the product are beyond our control and may also be beyond our knowledge. It is the user's responsibility to determine the suitability of any material for a specific purpose and to adopt such safety precautions as may be necessary. If the product is used as a component in another product, this SDS information may not be applicable. For these reasons, we do not assume any responsibility and expressly disclaim liability for any loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of this product."

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

SUBMITTED SAMPLE
H2SO4
CERTIFICATE OF ANALYSIS
SATCO, INC

AmSpec MTS, Inc.

APRIL 11, 2025
SATCO
TAMPA, FL
REFERENCE NO.: 25-2393

CERTIFICATE OF ANALYSIS

TEST	METHOD	RESULT
TANK 5		
IRON (Fe)	AFPC XI-14B	6 ppm
H2SO4	ASTM E223-08	93.87 %
DENSITY	TFI IV-D1	1.8358 g/cm^3

The above analytical result applies solely to the sample as received and is subject to the limitations of method uncertainty. This report shall not be reproduced, except in full, without approval of the laboratory.

Sample/s were tested at the following location: 2740 Causeway Center Dr. Tampa, FL 33619

AmSpec MTS, Inc.

Larry C. Zeringue, Operations

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, May 12, 2025** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=0F460&Standard=060&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Sulphuric Acid Trading Company, Inc. (SATCO)
10210 Highland Manor Dr.
Ste 140
Tampa, FL 33610
United States
800-633-1358
813-225-2000

**** In the process of updating our name change to Interacid North America, Inc. with NSF.****

Facility : Stockton, CA

Sulfuric Acid

Trade Designation	*Product Function*	*Max Use*
Sulfuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L
Sulphuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

Facility : Tampa, FL

Sulfuric Acid

Trade Designation	*Product Function*	*Max Use*
Sulfuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L
Sulphuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 4

Processing time was 0 seconds

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

ITB 25-016

RE: Conflict of Interest

Interacid North America, Inc. affirms that it does not have a record of conflicts of interest, as defined In Florida Statutes, that have not been waived.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** WTW Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@wtwco.com
INSURED Interacid North America, Inc. (fka Sulphuric Acid Trading Company Inc) 10210 Highland Manor Drive, Ste. 140 Tampa, FL 33610	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : National Union Fire Insurance Company of P — 19445 INSURER B : Everest Denali Insurance Company — 16044 INSURER C : Illinois Union Insurance Company — 27960 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W38696385 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Marine GL / [X] Marine Term Operators GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC [X] OTHER: Action Over/Indemnity incld, Pollution S&A	Y	Y	045780547	04/15/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Ded	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $ 25,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			EN6CA00141241	04/01/2025	10/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			045780550	04/15/2025	04/01/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EN6WC00088241	04/01/2025	10/30/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Condition			G24883930 008	04/01/2023	04/01/2026	Per Condition SIR	$1,000,000 $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bumbershoot Liabilities - policy nos. and underwriters are as follows:

National Union Fire Insurance Company of Pittsburgh, PA
50%
Policy # 45780550

CERTIFICATE HOLDER

City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patricia A Forney

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.	NAMED INSURED Interacid North America, Inc. (fka Sulphuric Acid Trading Company Inc) 10210 Highland Manor Drive, Ste. 140 Tampa, FL 33610
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Liberty Mutual Insurance Company
25%
Policy # NYABDEO5009

Zurich American Insurance Co.
25%
Policy # MAR5846827-01

City of Deerfield Beach and City of Deerfield Beach Commision are included as an Additional Insured as respects to General Liability. Waiver of Subrogation applies in favor of the Additional Insureds with respects to General Liability.

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SR ID: 27635491 BATCH: 3930042 CERT: W38696385

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

Interacid North America, Inc.
10210 Highland Manor Dr., Suite 140
Tampa, Florida 33610
P: (813) 225-2000

Announcement of Merger and Corporate Name Change

We are thrilled to announce a significant milestone in the evolution of our company. **Effective April 1, 2025,** LLC ("Saconix") has officially merged into Sulphuric Acid Trading Company, Inc. ("Satco") legal entity. As part of this exciting development, the two companies will rebrand as **Interacid North America, Inc.** under Interacid Group**.** Interacid North America, Inc. will continue to honor all obligations of SATCO and Saconix and seek to further enhance its services through this merger.

SATCO and Saconix are both wholly owned subsidiaries of Sumitomo Corporation of Americas ("SCOA"), the largest subsidiary of Sumitomo Corporation, one of the world's leading integrated conglomerates with a vast network of offices and portfolio companies globally.

Saconix is an industry-leading distribution and logistics partner for sulfuric acid and other industrial chemicals with strategically located assets across North America. Like SATCO, Saconix is known for its reliability and high quality of service.

SATCO has imported and distributed sulfuric acid in the United States for over 30 years, initially operating out of its Port Tampa Bay marine terminal, then expanded its operations in 2019 with the opening of its new import terminal located at the Port of Stockton in California.

We believe this merger will benefit all stakeholders because it allows us to combine our strengths and maximize operational efficiency. As subsidiaries of SCOA, SATCO and Saconix share core values and commitments rooted in safety, exceptional service, a strong financial foundation, and unrivaled access to the global marketplace through Sumitomo Corporation's extensive network.

Key Benefits of the Merger:

- **Maintain Relationships with Local Contacts:** You will continue to work with the same local point of contact you know and trust, while benefiting from our expanded global network.
- **Access to Technological and Intelligence Resources:** Our combined resources will provide you with cutting-edge technology and intelligence to support your business needs.
- **World-Class Logistics and Tank Operations:** We are committed to delivering excellence to our customers across every touchpoint, ensuring the seamless transport, storage and delivery of sulfuric acid. The joining of these two companies increases our footprint and facilities.

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Going forward, our email addresses will change to a naming convention of [first initial].[last name]@interacidna.com. Otherwise, our operations will remain unchanged and continue from our current offices.

If you have any questions about this exciting news, please contact Info@Interacidna.com.

We are grateful for the opportunity to serve your business and grow together. We are confident that this merger will benefit all of us and look forward to continuing our successful partnership.

Thank you for your continued support.

Very truly yours,

Brent Shonka

Brent Shonka

President, Saconix LLC

and

President and Secretary, Sulphuric Acid Trading Company, Inc.

(Both now Interacid North Americas, Inc.)

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

Receipt # 1594650 Control No. 0049215

For Period Commencing JULY 1ST, 2024 and ending September 30, 2025

Total: 27,883.34 Dated 05/07/2025 Application No. 0049215

This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.

Classification	Description	Amount
087620	INVENTORY	$27,641.82
087158	CHEMICALS WHSL	$231.52
993000	ADMIN HANDLING FEE	$10.00

2025

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: WEB

Business Name and Address

INTERACID NORTH AMERICA INC
C/O CHRISTOPHER CLARK
10210 HIGHLAND MANOR DR STE 140
TAMPA FL 33610

Business Name and Location

INTERACID NORTH AMERICA, INC
4041 MARITIME BLVD
TAMPA FL 33605-6849

An official website of the United States government Here's how you know

SAM.GOV

Home Search Data Bank Data Services Help

Search All Words e.g. 1606N020Q02 Search Results Saved Searches

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search Search Editor

- Any Words
- All Words
- Exact Phrase

e.g. 123456789, Smith Corp

Interacid North America, Inc ×

Classification

Excluded Individual

Excluded Entity

Entity Name

Interacid North America, Inc ×

Unique Entity ID

e.g. HTYR9YJHK65L

CAGE / NCAGE

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

Reset

Entity Information | Entities | Disaster Response Registry | Responsibility / Qualification | Exclusions

No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

Go Back

Feedback

Our Website

About This Site

Our Community

Release Notes

System Alerts

Policies

Terms of Use

Privacy Policy

Restricted Data Use

Freedom of Information Act

Accessibility

Our Partners

Acquisition.gov

USASpending.gov

Grants.gov

More Partners

Customer Service

Help

Check Entity Status

Federal Service Desk

External Resources

Contact

GSA

⚠ **WARNING**

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

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SAM.gov
An official website of the U.S. General Services Administration

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Interacid North America, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

10210 Highland Manor Drive, Suite 140

Requester's name and address (optional)

6 City, state, and ZIP code

Tampa, FL 33610

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	3	4	2	4	3	3	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 4/1/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

ACTION OF THE DIRECTORS
OF INTERACID NORTH AMERICA, INC.
BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF ANNUAL MEETING

The undersigned, constituting all the directors of Interacid North America, Inc., a Florida corporation (the "Company"), do hereby unanimously agree, declare, and consent in writing, without a meeting and in lieu of the annual meeting thereof, pursuant to and in accordance with Sections 607.0820 and 607.0821 of the Florida Business Corporation Act, to the adoption of, and do hereby adopt, as of the ____ day of April **2025**, the following resolutions and the actions specified therein:

RATIFICATION OF OFFICERS' ACTS

RESOLVED, that the lawful actions of the officers of the Company on behalf of the Company during the preceding fiscal year (April 1, 2024 – March 31, 2025) are approved and ratified to the extent permitted by law.

DELEGATION OF AUTHORITY TO President & Treasurer

RESOLVED, that, effective _____ **2025**, Brent Shonka, President, and Christopher Clark, Treasurer, are hereby authorized and directed to make any and all contracts, agreements, and orders which he may deem necessary, appropriate, or advisable from time to time in the ordinary course of conducting the business of the Company in their capacities as President or Treasurer, subject to any existing limitations or restrictions requiring approval of another officer of the Company or the Board of Directors.

ELECTION OF OFFICERS

RESOLVED, that the following persons are elected to the corporate office indicted opposite their names below to serve for the respective terms provided in the bylaws or until their earlier death, resignation, or removal from office.

Name	Office
Brent Shonka	President
Brent Shonka	Secretary
Christopher Clark	Treasurer

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RESOLVED, that all actions related to the foregoing were deemed appropriate and have been approved and ratified.

The foregoing Resolutions will be effective on the latest date executed by all the directors of the Company set forth below:

EXECUTED: 25th April 2025

Masataka Tani, Director

EXECUTED: Apr 25, 2025

Masaya Sato

Masaya Sato, Director

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

ITB 25-016

RE: Qualifying Agent Documentation

Interacid North America, Inc. does not require a qualifying agent for bulk chemicals.

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ACTION OF THE DIRECTORS
OF INTERACID NORTH AMERICA, INC.
BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF ANNUAL MEETING

The undersigned, constituting all the directors of Interacid North America, Inc., a Florida corporation (the "Company"), do hereby unanimously agree, declare, and consent in writing, without a meeting and in lieu of the annual meeting thereof, pursuant to and in accordance with Sections 607.0820 and 607.0821 of the Florida Business Corporation Act, to the adoption of, and do hereby adopt, as of the ____ day of April **2025**, the following resolutions and the actions specified therein:

RATIFICATION OF OFFICERS' ACTS

RESOLVED, that the lawful actions of the officers of the Company on behalf of the Company during the preceding fiscal year (April 1, 2024 – March 31, 2025) are approved and ratified to the extent permitted by law.

DELEGATION OF AUTHORITY TO President & Treasurer

RESOLVED, that, effective _____ **2025**, Brent Shonka, President, and Christopher Clark, Treasurer, are hereby authorized and directed to make any and all contracts, agreements, and orders which he may deem necessary, appropriate, or advisable from time to time in the ordinary course of conducting the business of the Company in their capacities as President or Treasurer, subject to any existing limitations or restrictions requiring approval of another officer of the Company or the Board of Directors.

ELECTION OF OFFICERS

RESOLVED, that the following persons are elected to the corporate office indicted opposite their names below to serve for the respective terms provided in the bylaws or until their earlier death, resignation, or removal from office.

Name	Office
Brent Shonka	President
Brent Shonka	Secretary
Christopher Clark	Treasurer

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RESOLVED, that all actions related to the foregoing were deemed appropriate and have been approved and ratified.

The foregoing Resolutions will be effective on the latest date executed by all the directors of the Company set forth below:

EXECUTED: 25th April 2025

Masataka Tani, Director

EXECUTED: Apr 25, 2025

Masaya Sato

Masaya Sato, Director

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EXHIBIT “B”
SCOPE OF SERVICES

Docusign Envelope ID: B5AE0F3E-BA5A-43BE-963D-3A5E8761E47A

SECTION VI – SPECIFICATIONS

1. General

The City of Deerfield Beach is actively seeking bids from qualified vendors to provide Sulfuric Acid 93% (H2SO4) in bulk, delivered on an as-needed basis to the Water Treatment Plant Operations, 290 Goolsby Blvd, Deerfield Beach, FL 33442 and other participating SE Florida Governmental Purchasing Cooperative Group agencies as stated in this ITB. The City of Deerfield Beach is acting as the lead agency for the Cooperative Group for this bid. This will be a term contract.

2. Technical Specifications

a. Sulfuric Acid 93% (H2SO4) will be used by the City's Water Treatment Plant to produce drinking water, and all products bid must be authorized for such use by the City.

b. This product is for use in the Water Treatment Plant's (membrane filtration system).

c. Technical Grade: 93.19% minimum 66-degree Baume.

d. Total iron content shall not exceed twenty-five parts per million (25ppm).

3. Certification and Testing

a. The sulfuric acid supplied shall be listed by the National Sanitation Foundation (NSF) as being in full compliance with NSF/ANSI Standard 60 for Drinking Water Treatment Chemicals – Health Effects. The Contractor shall submit with their Response Attachments proof of certification that the product offered conforms to NSF/ANSI Standard 60.

b. The City reserves the right during the contract period to determine by independent test if the product supplied by the Successful Offeror meets the specifications herein. If test meets the specifications, then cost of the test shall be paid for by the City. If the test does not meet the specifications, then cost of the test shall be paid for by the Successful Offeror. In addition, the facilities of the Florida State Department of Agriculture testing laboratories may be used for any referee testing.

c. Offerors shall submit with their Response Attachments certified laboratory tests within the past six (6) months to substantiate minimum and average figures, along with a typical analysis of the Sulfuric Acid 93% product offered listing all impurities, detailed technical product specifications with applicable Material Safety Data Sheet (MSDS), and proof that the product bid has been approved by applicable Federal agencies for use in drinking water. Reference Exhibit A – Material Data Sheet (MSDS) for the current product used by the City.

4. Standardization / Variances

The City intends to purchase a product as specified and contained herein. In no way does the City of Deerfield Beach intend to limit competition to one bidder. State any and all variances clearly in writing. Wherever in these contract documents a particular brand, make of material, manufactured article, device or equipment is shown or specified, such brand, make of material, manufactured article, device or equipment should be regarded as the standard.

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5. Delivery

a. The Contractor shall be notified by email, telephone, or facsimile for requested deliveries and shall make deliveries within seventy-two (72) hours of the request or as otherwise specified by the Bidder on the Bid Schedule. Deliveries shall be made in 25-ton increments. All deliveries shall be made on weekdays, excluding holidays observed by the City, between the hours of 8:00 a.m. and 2:00 p.m. The City of Deerfield Beach reserves the right to terminate the contract in the event the delay in delivery is deemed unacceptable.

b. The Contractor shall ensure that the product is delivered in clean containers/tanks and is free of contamination. If the stock is contaminated, the Contractor, shall be liable for all costs associated with disposal of contaminated material, cleanup of storage facilities and full replacement of product at the Contractors expense. The City reserves the right to reject any delivery that has been contaminated or does not conform to product specifications.

c. The transfer of product from the delivery vehicle to the City's storage tanks shall be the sole responsibility of the Contractor. The Contractor shall be responsible for all health, safety, and costs associated with the transport and delivery of the product, to include but not limited to chemical spills and related cleanups.

d. The fill lines to the City's storage tanks are equipped with a 2-inch, male, quick-connect coupling. In order to protect the acid tank fill line, transfer of acid must be performed at low pressure (25-30 psi).

6. Inventory

The vendor shall have access to adequate inventory to attain 100% fill rate. A 100% fill rate shall mean that 100% of product will be delivered within seventy-two (72) hours after receipt of order. The City of Deerfield Beach and all other Cooperative Group agencies reserves the right to require proof of access to inventory. The vendor shall immediately notify the Purchasing Department of each respective Cooperative Group agency when out of stock of product due to circumstances beyond their control. The City of Deerfield Beach reserves the right to procure out of stock product from other sources in these circumstances.

7. Substitutions

a. The City shall not accept substitute shipments of any kind. Contractor shall furnish the product specified in the bid once awarded. Any substitution of material will require prior written approval by the City of Deerfield Beach. Any substitute shipments that have not received the prior written approval of the City shall not be accepted and shall be returned at the expense of the Contractor.

b. If a bid item is discontinued by the manufacturer during the period of award and the bid item is not available from within the vendors or manufacturers inventory, then the vendor shall advise the Purchasing Departments of all agencies, in writing, of non-availability of the bid item and shall include complete descriptive, technical literature on the item offered to replace the discontinued bid item and, upon written approval, shall furnish the replacement item at the same firm price offered for the original bid item or at a lower price during the remainder of the period of award. Samples of replacement items, if

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requested, must be supplied for evaluation by the appropriate City staff. The City of Deerfield Beach shall not be held liable for any damages incurred to equipment during evaluation.

8. Samples and Demonstrations

When requested, samples are to be furnished free of charge to the City. If a sample is requested, it must be delivered within seven (7) days of the request, unless otherwise stated in the bid. Each sample must be marked with the Offeror's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Offeror.

9. Reporting Requirements

The Contractor(s) shall furnish to the City of Deerfield Beach, acting as lead agency for the Cooperative Group agencies, a detailed Summary of Sales report on a semi-annually basis during the contract period. The Summary of Sales report shall include the following information:

- Contractor's name
- Contract name and number
- Tonnage for each participating Cooperative Group agency
- Total dollar sales volume for each participating Cooperative Group agency

The report may be provided in greater detail, but no less than the requirement stated herein.

City of Dania Beach
Public Services Memorandum

DATE: 10/28/2025

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Fernando J. Rodriguez, Public Services Director
Sean Schutten, P.E., Deputy Director/City Engineer

SUBJECT: **AUTHORIZATION TO EXCEED THE ANNUAL SINGLE VENDOR PURCHASING POLICY OF FIFTY THOUSAND DOLLARS ($50,000.00) WITH U.S. WATER SERVICE CORPORATION DBA ROCHA CONTROLS CORPORATION FOR "CALIBRATIONS AND REPAIRS OF FLOW METERS AND RELATED DEVICES".**

Request:
The Public Services Department (PSD) is requesting the City Commission's approval to exceed the single vendor annual expenditure of $50,000 with Rocha Controls Corp.

Background:
On July 8, 2025, the City Commission entered into an agreement of Bid (ITB) No. 25-013 "Calibrations and Repairs of Flow Meters and Related Devices" to U.S. Water Services Corporation DBA Rocha Controls via Resolution 2025-093. This important service is required year-round by the water treatment plant, and includes flow meter calibrations, repairs for electronic controls for gravity filters, and wiring work on high service pumps, lime softening feed systems, lift station panels and more.

Budgetary Impact
The projected cost for the coming year is $75,000. Funding will be appropriated from the Water Plant "Repair & Maint. Services Equipment" Account No. 401-33-03-533-46-10 in the amount $50,000, and the Sewer "Repair & Maint. Services Utilities" Account No. 402-35- 02-535-46-70, in the amount of $25,000.

Recommendation
PSD recommends approval to exceed the $50,000 single-vendor annual expenditure threshold with Rocha Controls Corp.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING AUTHORIZING THE EXPENDITURE OF FUNDS TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00) FOR EACH YEAR THE CONTRACT IS IN PLACE FOR CALIBRATIONS AND REPAIRS OF FLOW METERS AND RELATED DEVICES WITH ROCHA CONTROLS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach approved Resolution 2025-093, authorizing the Public Services Department (PSD) to issue ITB No. 25-013 for the "Calibrations and Repairs of Flow Meters and Related Devices"; and

WHEREAS, on July 8, 2025, the City awarded and entered into an agreement of ITB No. 25-013 "Calibrations and Repairs of Flow Meters and Related Devices", with U.S. Water Services Corporation DBA Rocha Controls; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold at $50,000.00 for a vendor each fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the additional funding for Rocha Controls. in an amount exceeding the annual amount of the Fifty Thousand Dollar ($50,000.00) purchase threshold for a single vendor for fiscal year 2025-2026;

Section 3. That funding will be appropriated from the Water Fund/Repair and Maintenance Services Equipment Account Number 401-33-03-533-46-10 and 402-35-02-535-46-70 for a total combined amount of Seventy-Five Thousand Dollars ($75,000.00).

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach
Public Services Memorandum

DATE: 10/28/2025

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Fernando J. Rodriguez, Public Services Director
Sean Schutten, Public Services Deputy Director/City Engineer

SUBJECT: **ADOPTION OF THE STORMWATER MASTER PLAN**

Request:
The Public Services Department (PSD) is requesting approval of a resolution adopting the Stormwater Master Plan (SWMP) recently completed and presented to the City Commission.

Background:
The Administration's strong and consistent commitment to address the stormwater challenges across the city has led to roughly a dozen stormwater projects completed or currently in process over the past three years. In addition to these efforts, which include the ongoing SE Drainage Improvement Project (the largest infrastructure initiative in the city's history) in mid-2023 the Public Services Department (PSD) engaged the services of Chen Moore and Associates, Inc. (CMA) to complete a comprehensive, citywide stormwater master plan (RFQ No. 22-023 award).

The analysis undertaken to complete the SWMP included applying past and real-time/incoming flooding level data from rain events, examining the city's topography across various areas, studying/assessing existing infrastructure and systems, and reviewing the effects of the interconnectivity (where applicable) of said systems across geographical areas of the city. Ten areas of vulnerability were identified citywide, and the overall SWMP development process and results were presented by CMA to the City Commission and Administration on August 26, 2025.

The ten areas are mapped in the attached exhibit. PSD will work closely with CMA to prioritize the areas to be addressed via projects within the 10 areas identified. Subsequently, based on prioritization and funding availability, projects will the planned, designed and bid out over the next several years

Budgetary Impact
None.

Recommendation

PSD recommends the approval of the resolution adopting the Stormwater Master Plan.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE ADOPTON OF THE STORMWATER MASTER PLAN, PROVIDING FOR CONFLICTS, FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City engaged the services of Chen Moore and Associates, Inc (CMA) to develop a citywide Stormwater Master Plan (SWMP); and

WHEREAS, the SWMP was developed over the past two years by analyzing flooding data and information including data from historical rain events, city topography, existing drainage systems as well the impact of their interconnectivity; and

WHEREAS, the master plan, which identified 10 vulnerable areas, was presented by CMA to the City Administration and Commission on August 26, 2025; and

WHEREAS, the formal adoption of the SWMP by the City Commission is required to proceed with the resulting projects' identification, design and construction over the coming few years to properly address the city's stormwater challenges.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission approves this resolution to adopt the Stormwater Master Plan as presented at the August 26, 2025 commission meeting.

Section 3. That the Executive Summary to the Stormwater Master Plan is attached as Exhibit "A" and made a part of this resolution by this reference.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be effective 10 days after passage.

SIGNATURES ON THE FOLLOWING PAGE

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____ _____

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____

EVE A. BOUTSIS
CITY ATTORNEY

Executive Summary

Introduction

The City of Dania Beach has retained Chen Moore and Associates (CMA) to create the City of Dania Beach Stormwater Master Plan. The purpose of the Stormwater Master Plan is to identify City-owned right-of-way areas that are most vulnerable to inundation impacts during large storm events as well as identify solutions to the flooding issues currently impacting the City. The proposed solutions include proposed stormwater infrastructure projects, also known as Capital Improvement Projects, that the City shall budget for. The proposed solutions also include administrative solutions, such as programs and/or municipal code changed that alleviates flooding in the long term if put into practice. The scope of the City of Dania Beach Stormwater Master Plan includes the following tasks:

- Compile, review, and evaluate stormwater documentation related to the City's existing stormwater management system.
- Compile, review, and evaluate topographic elevation data for the City limits and any areas around the City limits of hydrological significance.
- Compile, review, evaluate, and create system information for the City stormwater database. Incorporate new survey information as well as information from past Dania Beach stormwater projects.
- Verify the existing City stormwater database with a survey. Information to be verified includes the exact configuration, location, and elevation of all components within the stormwater management system.
- Develop educational materials to provide basic information regarding stormwater management, flooding, groundwater, and sea level rise.
- Prepare existing conditions and future conditions models showing the current hydrologic conditions within the City of Dania Beach as well as the impact of sea level rise on the existing stormwater management system.
- Model and analyze various system improvement alternatives and determine if they meet LOS criteria.
- Develop a plan for system improvements within the City which will meet the City's LOS criteria and regulatory agency guidelines. Develop a conceptual design for the recommended system improvements within each basin.
- Perform an engineering assessment of the City's seawalls including environmental assessment, water level analysis, and LiDAR review.
- Develop a stormwater Capital Improvements Plan (CIP) for the stormwater management system over a 20-year planning period. An annual budget that meets the City's budgetary limitations and regulatory agency requirements will be developed based on the CIP.
- Document all analysis conducted under this project and present recommendations for improvements to the stormwater management system.
- Perform a policy review and provide suggestions for policy updates and the implementation of best practices.

Data Collection

Prior to all modeling efforts required to identify areas within the City limits that are vulnerable to inundation, available information had to be acquired and reviewed. The purpose of the data collection phase is to ensure that the most recent and most accurate data is compiled so that the City may be accurately modeled using the StormWise modeling software developed by Streamline Technologies. Some of the collected data, such as the FEMA Repetitive Loss Areas and the resident drainage complaint data, was not directly incorporated into the StormWise modeling software but instead used to verify the modeled results.

As part of the data collection process, a topographic survey of all stormwater infrastructure within the City-owned right-of-way was conducted so that the existing stormwater system may be accurately represented in the stormwater model. This survey was conducted by sub-consultant Stoner and Associates, a licensed land surveyor who has previously surveyed areas within the City limits for previous projects. The topographic survey included information such as structure type, structure rim elevation, pipe size, pipe material, pipe inverts, and any additional comments noted by the surveyors. CMA also performed additional permitting research to determine if any stormwater systems existed within privately-owned parcels or in areas surrounding the City limits, that may be essential for the development of the stormwater model.

Stormwater System Evaluation – Existing Conditions

The stormwater infrastructure network within the City limits was evaluated using the existing conditions stormwater model created in StormWise. The StormWise model was created and parameterized using information acquired in the data collection phase of the City of Dania Beach Stormwater Master Plan. Incorporated data includes land coverage, soil coverage, stormwater infrastructure information, topographic information, historical water level trends, major canal cross sections, and design rainfall events. This data was used to determine the delineation of stormwater basins, the infiltration capacity of the basins, and the parameterization of the flow links between neighboring basins.

Three design storms were incorporated into the existing conditions model to evaluate the City stormwater network: 10-year/24-hour storm, 25-year/72-hour storm, and 100-year/72-hour storm. Since StormWise can show inundation levels by pre-specified time interval, CMA used this data to determine both the maximum inundation level and the duration of inundation above the right-of-way elevation. Once these storms were modeled, the inundation data was extracted from the model results to determine which areas within the City limits are most vulnerable to inundation during the design storm events.

Stormwater System Evaluation – Future Conditions

The future conditions stormwater models used the existing conditions stormwater base model and incorporated short-term and the long-term scenarios to represent changes expected to occur. As for the short-term scenario, various stormwater improvement projects under design and/or construction within the City limits were incorporated. These stormwater infrastructure improvements were necessary to include in the future conditions stormwater models because they provide local inundation alleviation. Any areas that were significantly alleviated due to proposed stormwater infrastructure were not considered for further proposed stormwater improvements. A long-term component that was incorporated into the future conditions stormwater models was sea level rise, as the City of Dania Beach is impacted significantly due to the proximity to the Atlantic Ocean. Four sea level rise projections provided by the Southeast Regional Climate Change Compact were incorporated into the City-wide future conditions stormwater models. The main impacts on the stormwater models due to sea level rise are the increase in the water levels in the major canals as well as the increase of the groundwater table elevation. The models with the incorporation of sea level rise helped determine the impact of climate change on the City's stormwater network and to determine if stormwater improvements must be planned to address the flooding issues caused by sea level rise.

Basin Vulnerability Rankings

CMA were able to determine the areas that are most impacted by design storm events by mapping the inundation within the City limits for a 10-year/24-hour storm after the incorporation of the near-future stormwater improvement projects. All basins were categorized as either "highest vulnerability," "high vulnerability," "medium vulnerability," or "low vulnerability" based on their maximum inundation depth, inundation duration, resident and/or city observations, and the length of right-of-way within each basin.

Basins categorized with "highest vulnerability" and "high vulnerability" neighboring each other were identified and grouped together as "stormwater study areas." A total of ten stormwater study areas were delineated so that the areas within the City limits most vulnerable to flooding may potentially receive stormwater infrastructure improvements that help address current flooding issues as well as long-term impacts from climate change.

Capital Improvement Projects Modeling

The ten stormwater study areas were isolated from the City-wide stormwater model so that they may be evaluated separately for potential stormwater infrastructure improvements. Depending on the existing site conditions for each stormwater study area, potential stormwater improvements modeled included gravity system improvements, pump stations, force mains, drainage wells, retention areas, seawall improvements, regrading of the roadways, and backflow preventers.

Based on the combination of potential improvements that most effectively and efficiently alleviate stormwater inundation, CMA created conceptual stormwater improvement layouts known as Capital Improvement Projects for each stormwater study area. The model results for the Capital Improvement Projects were extracted from the modeling software and compared with the pre-improvements model results to show that, on average, the stormwater study areas experience over 7 inches less flooding as well as over 13 hours less flood duration due to the proposed stormwater improvements. All modeled discharge rates were also extracted from the model results to ensure that the modeled stormwater improvements do not exceed the allowable discharge rates designated by the permitting agencies.

Capital Improvement Projects Implementation

Based on the conceptual stormwater improvement layouts, CMA quantified the stormwater infrastructure recommended as part of the Capital Improvement Project and prepared preliminary cost estimates that considered the total cost to design, permit, furnish, and construct the improvements. CMA reviewed the City's stormwater budget to determine the current stormwater revenue and expense trends by the City of Dania Beach. Based on the current City stormwater budget, it was determined that the City of Dania Beach will have to adjust the existing stormwater budget to implement the proposed stormwater Capital Improvement Projects within a 20-year planning period, as the current revenue is not enough to cover the costs of implementing these projects. It was also determined that the City of Dania Beach should increase the budget for operations and maintenance, to accommodate extra resources required to maintain the proposed infrastructure and pump stations.

CMA was tasked with reviewing the City of Dania Beach municipal stormwater policy, as modifications of the current municipal practices may provide long-term inundation alleviation after large storm events. Based on the review of the current stormwater codes, suggested recommendations include incorporating a stormwater credits program as well as a program that encourages Low Impact Development infrastructure, which is infrastructure that seeks to incorporate stormwater improvements while reducing the environmental footprint during and after construction. Recommended improvements to the Community Rating System (CRS) program were also reviewed and analyzed.

Additional stormwater recommendations outlined in the report that were not directly modeled include swales, bioswales, tree wells, surface filters, custom chamber systems, and stormwater parks. Most of these additional alternatives may assist with the objective of removing nutrients from the stormwater runoff, which results in an increase in the water quality. Implementing these stormwater systems with the proposed stormwater infrastructure improvements will make it more feasible to maximize the water quality within a stormwater study area.

City of Dania Beach
Finance Memorandum

DATE: 10/28/2025

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Yeimy Guzman, Chief Financial Officer

SUBJECT: Resolution authorizing the First Amendment to the Agreement between the City of Dania Beach and the Broward County Sheriff's Office for the addition of one (1) Sergeant position.

Request:
The Finance Department requests approval of a Resolution authorizing the First Amendment to the Agreement between the City of Dania Beach and the Broward County Sheriff's Office for the addition of one (1) Sergeant.

Background:
The current agreement between the City and Broward Sheriff's Office (BSO) for Police Services was executed on October 1, 2025, and is effective through September 30, 2030. The FY2025/26 approved budget provides for the addition of one (1) Sergeant starting October 2025.

The City Administration believes that the addition of this position is necessary and in the best interest of the City, and therefore recommends approval of the First Amendment to the Agreement for the addition of (1) Sergeant starting October 2025.

Budgetary Impact
The cost for the additional position has been appropriated in the Fiscal Year 2025-26 budget to account # 001-21-01-521-31-10 in the amount of three hundred forty-five thousand one hundred eighty-six dollars ($345,186.00).

Recommendation
Approve the Resolution authorizing the First Amendment to the Agreement between the City of Dania Beach and the Broward County Sheriff's Office for the addition of (1) Sergeant starting October 2025.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA, AND THE BROWARD COUNTY SHERIFF'S OFFICE FOR POLICE SERVICES DATED OCTOBER 1, 2025; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT FOR SUCH SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City and Broward Sheriff's Office (BSO) executed an Agreement for five (5) years, beginning October 1, 2025, through September 30, 2030; and

WHEREAS, the City and BSO desire to adjust the staffing structure by adding one (1) Sergeant position, October 1, 2025, at a cost of three hundred forty-five thousand one hundred eighty-six dollars ($345,186.00) for the fiscal year 2025-26.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are ratified, made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute the First Amendment to the Agreement between the City of Dania Beach, Florida, and BSO for Police Services, which Amendment will adjust the staffing structure and is deemed necessary and in the best interests of the City. A copy of the Amendment is attached as Exhibit "A" and made a part of and incorporated into this Resolution by this reference.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the First Amendment to the Agreement.

Section 4. That the cost for the additional positions has been appropriated in the Fiscal Year 2025-26 budget to Account No. 001-21-01-521-31-10 in the amount of three hundred forty-five thousand one hundred eighty-six dollars ($345,186.00).

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

FIRST AMENDMENT

TO

AGREEMENT

FOR

POLICE SERVICES

This First Amendment is entered into this ___ day of October, 2025 by and between Gregory Tony, PhD., as Sheriff of Broward County (hereinafter referred to as "BSO") and the City of Dania Beach (hereinafter referred to as the "CITY").

WHEREAS, on or about October 1, 2025, BSO and the CITY entered into an Agreement for Police Services; and

WHEREAS, CITY and BSO are now desirous of adjusting the staffing structure by adding one sergeant position, and

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. The foregoing recitations are true and correct and are incorporated by reference.

2. The staffing structure in the City is amended to add one Deputy Sheriff Sergeant position, as reflected on the Revised Exhibit A, attached hereto and incorporated within. The annual consideration will be increased to reflect the new position, including salary, benefits, vehicle and equipment.

3. Except as modified herein, all remaining items and conditions of the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto executes this First Amendment through its duly authorized representatives as set forth below.

GREGORY TONY. PH.D. AS SHERIFF OF BROWARD COUNTY

_____ Date:_____
GREGORY TONY, PH.D. Sheriff

Approved as to form and legal sufficiency subject to the execution by the parties:

By: _____
TERRENCE O. LYNCH, General Counsel/Executive Director

CITY OF DANIA BEACH

ATTEST:

By: _____
ELORA RIERA, MMC, City Clerk

By:_____
JOYCE L. DAVIS, Mayor

__ day of October, 2025.

By: _____
ANA M. GARCIA, ICMA-CM,
City Manager

APPROVED AS TO FORM:

_____
EVE A. BOUTSIS, City Attorney

EXHIBIT A TO THE FIRST AMENDMENT

SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the CITY and BSO:

CITY:	City of Dania Beach
EFFECTIVE DATE OF AGREEMENT:	October 1, 2025
EFFECTIVE DATE OF FIRST AMENDMENT	October 18, 2025
FIRST YEAR:	October 1, 2025 – September 30, 2026
TERM:	October 1, 2025 – September 30, 2030
RENEWAL OPTION:	Renewable for one five year term subject to agreement of the parties.
CITY BOUNDARIES:	As set by City Ordinance
STAFFING STRUCTURE:	1 District Chief 3 Lieutenants 9 Sergeants 78 Deputy Sheriffs 3 School Resource Deputy 5 Community Service Aides 1 Clerical Personnel 1 Secretary

	___ 101
CONSIDERATION:	$23,463,464
POLICE HEADQUARTERS ADDRESS:	100 W. Dania Beach Boulevard, Dania Beach, FL 33004
FACILITIES ADDRESSES::	100 W. Dania Beach Boulevard, Dania Beach, FL 33004
NOTICE CITY ADDRESS::	100 W. Dania Beach Boulevard, Dania Beach, FL 33004

City of Dania Beach
Finance Memorandum

DATE: 10/28/2025

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Yeimy Guzman, Chief Financial Officer

SUBJECT: Resolution authorizing approval of the sponsorship application for Bad Space Dania, Inc ("MAD ARTS"), in accordance with the spending policy and procedure for budgeted events outside of community grants or discretionary funds policies.

Request:
The Finance Department requests approval of a Resolution authorizing the approval of the sponsorship application request for Bad Space Dania, Inc. (“MAD ARTS”).

Background:
On April 22, 2025, the City Commission unanimously approved a spending policy and procedure for budgeted events that are not funded through community grants or discretionary funds. This policy requires the submission of a completed application, matching funds, and accountability measures.

Additionally, it requests that these applications be placed on the City Commission meeting agendas for approval before any funds are obligated for community members or events not receiving discretionary funding.

In line with this approved policy, city staff reviewed the application submitted by Bad Space Dania, Inc., (“MAD ARTS”) and determined that it fulfills a public purpose, meets the eligibility requirements, and should be considered for funding.

Budgetary Impact
The funds for the sponsorship have been appropriated in the Fiscal Year 2025-26 budget to account # 001-11-01-511-82-10 in the amount of thirty thousand dollars ($30,000.00).

Recommendation
Approve the Resolution authorizing the approval of the sponsorship application request for Bad Space Dania, Inc (“MAD ARTS”).

RESOLUTION NO. 2025-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A SPONSORSHIP APPLICATION FOR NOT-FOR-PROFIT BAD SPACE DANIA, INC. ("MAD ARTS"); IN ACCORDANCE WITH THE SPENDING POLICY AND PROCEDURE FOR BUDGETED EVENTS OUTSIDE OF COMMUNITY GRANTS OR DISCRETIONARY FUNDS POLICIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 22, 2025, the City Commission unanimously approved a spending policy and procedure for budgeted events outside of community grant funding or discretionary grant funds; and

WHEREAS, the policy requires a completed application, matching funds, and accountability; it also provided for placement on City Commission meeting agendas for approval prior to the obligation of funds for these community members or community events not funded by discretionary funds; and

WHEREAS, in accordance with the approved policy, city staff have reviewed the application submitted by Bad Space Dania, Inc. ("Mad Arts"); and has determined the application satisfies a public purpose, meets the eligibility requirements and should be considered for funding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing "Whereas" clauses are ratified and confirmed to be true and correct and they are made a part of and are incorporated into this Resolution by this reference.

Section 2. That pursuant to this Resolution, the City Commission approves sponsorship application request for not-for-profit Bad Space Dania, Inc; in the amount of thirty thousand dollars ($30,000.00), application which is attached as Exhibit "A," and is made a part of and incorporated into this Resolution by this reference.

Section 3. That the funding for sponsorships is budgeted and available in General Fund account 001-11-01-511-82-10.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT "A'

CITY OF DANIA BEACH COMMISSION SPENDING POLICY AND PROCEDURES

Introduction

As stewards of public funds, the City recognizes that the community deserves to know that sponsorship funds are going to recipients with the capacity and integrity to provide quality community services, programs and events. Members of the City Commission are authorized to expend funds to meet local needs and fill gaps in City services.

Policy

This policy only applies to funding or in-kind services allocated by the Mayor and Commission to be expended by the Mayor and Commission in fiscal years when sponsorship funding is explicitly adopted in the annual operating budget. This policy shall apply when City Commission members act in their official capacity as members of the Commission or proposed for the annual budget of the City.

Cap

A recommended cap of funding for this spending policy for all uses is a total of $200,000.

Purpose

The City hereby expressly acknowledges its responsibility to wisely administer limited public resources and to expend them only when there is a substantial benefit to the City and its residents. To conserve City resources and keep expenses within community standards for public officials, expenditures shall adhere to the rules and guidelines set forth in this policy. Allocated funds are only for a public purpose and may not support political activities (including but not limited to lobbying, campaigns or endorsements) and/or private interests.

Demonstrating Public Purpose

All public funds, no matter how awarded, must be used for a public purpose. In general, a public purpose is defined as an activity or service that promotes the public health, safety, morals, general welfare, security, prosperity, and contentment of all the inhabitants or residents of Dania Beach and is open and accessible to all public members regardless of race, creed, gender, sexual orientation, religious affiliation, etc., without restriction. It is imperative for the entity requesting funding to demonstrate the benefit that funded programs or services will have on the Dania Beach Community.

Where it is appropriate for the City to allocate public funds are as follows:

- When an entity provides a service that complements or enhances a service that the City also provides;
- When there is an identifiable secondary or indirect benefit to City residents; and,
- When the entity provides a service to augment/complement City events, services or programs, or events associated with the city, or using City facilities or roads.

Eligibility Standards

Eligibility: To be eligible for funding, the requestor:

- Must be located within the City of Dania Beach or provide community, environmental, or social services to the Dania Beach community or support a city initiative.
- Must directly provide the Dania Beach community service(s) for which the City funds are sought;
- Must have no outstanding debt due to the City.
- Must not be financially dependent upon receiving City support to meet the budget and operational requirements of the organization (i.e.: paying taxes, payroll, rent).
- Is a recognized entity in good standing by the Florida Secretary of State, Secretary of State, and the Federal Internal Revenue Service, if applicable
- Must have a current Dania Beach Business License, if applicable.
- Must have matching funds.

Ineligibility:

City funds may not be used for any of the following activities unless expressly authorized by the Commission:

- Individuals;
- For Services which are primarily commercial, religious or political in nature;
- Closed membership groups – those to which membership is restricted or subject to eligibility based upon prohibited factors – may generally not receive funding. Groups that serve a particular population – for example, youth aged 12 to 16 in a particular community – are not considered a closed membership group, as long as the program is open and accessible to all youth within that age bracket in the community.
- Using funds to challenge City activities, plans, or actions; or

- The payment of outstanding debts
- The purchase of alcoholic beverages.
- Travel, meals, lodging, or entertainment expenses.
- Funding scholarships or grants for non-Dania Beach residents. The application and contact shall require, before distribution of gran or scholarship funds that recipient be a resident of Dania Beach at least 12 months prior to applying for the scholarship or grant).
- Permanent improvements to any non-City owned structure or property so that it becomes an integral part of the real property, and its removal would do harm to the building or land, including those improvements that are bolted, nailed, screwed, or wired into the wall, ceiling, or floor.

Procedures

A. Councilmembers or city staff shall complete and submits applications by June 1 of each fiscal year to allow staff sufficient time to evaluate the applications. Each application shall include the entity, event, program or service and detail, purpose, partner associations or organizations, sponsors, municipal purpose, benefit to the public and comply with all applicable terms and conditions contained therein, including the requirement that outside vendors shall be required to meet the City's minimum insurance requirements.

B. Required Attachments:
   - Current organization operating budget reflecting sources and amounts of income and expenditures for the organization as a whole, not just the program outlined in the application.
   - IRS determination letter indicating the organization's 501(c)(3) charitable status (if applicable)
   - Certificate of Good Standing from the Secretary of State's Office.
   - Current list of board of directors
   - Most recent tax return.
   - City of Dania Beach business license.

C. Staff will review the application to determine whether the application satisfies a public purpose and should be considered for funding. Staff will only bring forward applications that meet the minimum requirements stated in the policy.

D. The City shall create a written contract to be executed by the organization, ensuring that they agree to comply with the City's terms and conditions of this policy.

E. Any budgeted amounts established by the City Commission shall adhere to following guidelines:

1) The funds should not be considered in addition to any grant funds allocated through the grant program or discretionary funds. Organizations cannot apply for grant or discretionary funds and have the additional amounts per budget.

2) The funds must not exceed the allocated amount specified in the budget, there cannot be any overages approved or requested of the City. If requested, a 4/5 vote of the City Commission would be required for overage requests.

Vetting of Application

All organizations must demonstrate eligibility and integrity in order to receive sponsorship funding. The city's vetting process includes, but is not limited to the following:

- Not-For-Profit Business Records Searches.
- News article searches.
- Potential conflicts of interest.
- Tax Warrant database searches.
- Not-for-profit entity status.
- Compliance with State Charity registration requirements or certification that the organization is exempt from the registration requirements.
- Active Federal Employer Identification Number (EIN) from the IRS.
- Current IRS tax exempt status.
- Past evaluations of contract performance; and
- Review of organizations' use and public purpose of funds.

A. If staff cannot determine after the initial review whether the application satisfies the eligibility requirements enumerated in this policy, program staff should consult with the City Manager.

B. A report summarizing the eligible applications will be submitted by staff to the City Manager for review and placement on a City Commission meeting agenda for final action/approval.

Post Funding Requirements

Each awarded entity shall submit a reasonably detailed report, with receipts and proof of expenditures of the funds and proper backup documentation to substantiate those funds were expended appropriately. The report shall be submitted within 30 days of the end of the project or by September 30 of the fiscal year in which funds were awarded. Mandatory documentation is as follows:

- Invoices/receipts documenting the expenditure of funds; and
- A summary that explains all expenditures, including how they specifically benefited Dania Beach residents, may include pictures or other documents illustrating the use of the funds.

If funds are not expended in accordance with the City's Request and Approval Process, the awardee will be required to refund the award. The City reserves the right to request additional backup information to substantiate how funds received from the City were expended. Failure to spend the funds within the approved fiscal year, to provide proper documentation, and/or to utilize the funds for the intended purpose may jeopardize future funding opportunities.

Failure to Comply with Policy, Procedure or Required Documents

Failure to comply with the City's policy, procedures and any required documents (relating to expenditures, applications, eligibility, etc.) shall result in the applicant's loss of funding eligibility for 10 years. The City may also seek reimbursement of distributed funds.

EFFECTIVE DATE

This policy shall become effective upon adoption by the City Commission.

Organization's name	All questions answered on application?	Amount Requested	Organization located within Dania Beach	Are there any outstanding debts owed to the City?	The organization will provide matching funds?	Has the organization received discreationary or grant funds in the past fiscal year?	Are funds to be used within Dania Beach	State of Florida Certificate of Incorporation	Proof of Non-Profit Status (if applicable)	Most recent tax return	Current organization operating budget reflecting sources and amounts of income and expenditures for the organization as a whole, not just the program outlined in the application
Bad Space Inc. (" MAD ARTS")	Yes	30,000.00	Yes	No	Yes	No	Yes	Yes	Yes	Yes	Yes

City of Dania Beach
Finance Memorandum

DATE: 10/28/2025

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Darryl McFarlane, IT Division Director
Yeimy Guzman, Chief Financial Officer

SUBJECT: Resolution approving server monitoring, support services, and software, including additional contracted support from LAN Infotech, exceeding the $50,000 vendor threshold.

Request:
The Information Technology Division requests approval of a resolution authorizing server monitoring, support services, and software from LAN Infotech, with the total cost exceeding the $50,000 vendor threshold.

Background:
The City requested quotes for Managed Service Provider (MSP) services from three vendors:

LAN Infotech: $205,390.80
US Cloud Secure (USCS): $220,749.00
MB Systems: $277,908.00

After evaluating all three proposals, LAN Infotech was selected based on their competitive pricing, long-standing relationship with the City, technical capability, and in-depth understanding of the City's infrastructure and cybersecurity requirements. LAN Infotech has been serving the City, providing both remote and on-site support for server and network monitoring, maintenance, backup management, and IT staffing.

The proposed services and estimated costs for FY2026 are as follows:

Managed services (monitoring and maintenance of servers):	$ 10,740
On-site support personnel:	$ 86,400
Third-party products/software:	$108,250
Total estimated cost of services and support for FY2026:	$205,390

Maintaining continuity with LAN Infotech ensures operational reliability, cybersecurity oversight, and responsive support for the City's IT environment.

Budgetary Impact
Funding for these services shall be made from the City's planned appropriations from the Information Technology Fund Account 507-17-04-516-34-10 - Contractual Services General

Recommendation
Approve the resolution authorizing LAN Infotech to provide server monitoring, support services, and software for FY2026, with costs exceeding the $50,000 vendor threshold.

RESOLUTION 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR SERVER MONITORING AND SUPPORT SERVICES, INCLUDING ADDITIONAL CONTRACTED SUPPORT FROM LAN INFOTECH, FOR FISCAL YEAR 2025-26, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00); AND AUTHORIZING PURCHASES FROM THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment, and materials for the City government in amounts in excess of the established monetary threshold , if she is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold at Fifty Thousand Dollars ($50,000.00) for a vendor each fiscal year; and

WHEREAS, LAN Infotech has been providing Information Technology professional support services to the City since 2010, and has proven to be a trusted partner for server monitoring and support and additional contractual staffing (the "Services"); and

WHEREAS, the City requested and evaluated proposals provided by three Managed Service Providers; and

WHEREAS, the City Administration believes it is in the best interest of the City to have continuity in the provision of the Services for Fiscal Year 2025-26 and recommends approval of the proposals from LAN Infotech; and

WHEREAS, the total planned expenditures will exceed the City's annual Fifty Thousand Dollars ($50,000.00) purchase threshold for a single vendor, therefore, requiring City Commission approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the Services from LAN Infotech in an amount exceeding the annual amount of the Fifty Thousand Dollars ($50,000.00) purchase threshold for a single vendor for fiscal year 2025-26; further, the proper City officials are authorized to execute any documents related to this approval.

Section 3. That the current services provided by LAN Infotech and their estimated costs for FY2025 are as follows:

Managed services (monitoring and maintenance of servers):	$ 10,740
On-site support personnel:	$ 86,400
Third-party products/software:	$ 108,250
Total Estimated cost of services and support for FY2026:	$ 205,390

Section 4. That funding for the Services shall be made from the City's authorized annual budget appropriations from the City's Information Technology Fund Account 507-17-04-516-34-10 - Contractual Services General

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

_____	_____
ELORA RIERA, MMC	JOYCE L. DAVIS
CITY CLERK	MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

Support Contract

City of Dania Beach



Michael Goldstein - Mgoldstein@laminfotech.com

President

LAN Infotech | 5100 NW 33rd Avenue, SUITE 225 | FORT LAUDERDALE, FL 33309 | Phone: 954-717-1990 | Fax: 954-756-7023

This Agreement serves as a Statement Of Work ("SOW") and applies to City of Dania Beach ("Client") and its Affiliates' for purchases of products and services from LAN INFOTECH, LLC as defined below.

LAN INFOTECH Inclusive Plan

Included in our programs, LAN INFOTECH offers an extended service reaching out to projects and other services as part of your monthly fee.

- LAN INFOTECH monitoring, management, and patching through LAN INFOTECH's Remote Management Platform and Support team
- Unlimited remote support during business hours for supported users on supported machines/devices
- Unlimited remote support during business hours for supported users on supported mobile and VOIP devices
- Unlimited onsite escalated support during business hours for supported users on supported machines
- Warranty management - LAN INFOTECH handles equipment repair with your vendors and LAN INFOTECH ensures the warranty is active for core devices (servers, switches, desktops, laptops, tablets, WiFi, printers, firewalls & UPS devices)
- Lifecycle planning to ensure the best productivity and reduce potential security holes
- LAN INFOTECH's Remote Management Platform and Anti-Virus/Security Software
- Strategic Business Reviews
- Moves, adds, and changes during business hours - except the following are **NOT included** and will be billed at a rate of $125.00 per hour:
    - Installations, additions, and/or replacement of new equipment
    - Relocations of assets and services to a new physical address or floor
    - Telephone move/adds
    - Projects related to Client mergers and acquisitions
    - Projects related to the installation or modifications of Client requested third-party software which involves more than eight (8) hours of LAN INFOTECH support or consultative time
    - Projects related to Client initiated due diligence of or by outside entities

- Projects arising from acts of God, insurrection, war, or terrorism
- Projects related to Client bankruptcies or insolvencies
- Projects related to legal discoveries when LAN INFOTECH is not named as a party

Security & Awareness Training
LAN INFOTECH offers online Security & Awareness Training to all employees.

Dark Web Search/Email Phishing Campaign
LAN INFOTECH offers annual Dark Web Search and email phishing campaign. Results to be delivered to Management Team.

To enhance the service offerings provided by LAN INFOTECH to Client, LAN INFOTECH may utilize third-party providers for certain services. In addition to LAN INFOTECH, Client MAY BE legally bound to the third-party provider's Terms and Conditions. The third-party provider and link is available at our web site at https://laninfotech.com/partners/ Client may also be subject to and any other agreements and documents presented by the third-party provider that are required to provide the services, each as amended by the third-party provider from time to time.

Term:

This SOW shall remain in force for a period of one (1) year ("Initial Term") from the Effective Date. This SOW shall automatically renew for subsequent one (1) year terms ("Renewal Term") beginning on the day immediately following the end of the Initial Term unless either party gives the other notice not later than ninety (90) days' prior to the end of the Initial Term of its intent not to renew this SOW or this SOW is terminated as hereinafter otherwise provided. This SOW shall renew automatically at the end of the prior SOW term for a period of twelve months (12) unless MSP or CLIENT affirmatively terminate it in accordance with the conditions set forth in this SOW.

Termination:

Either Party may (a) terminate this Agreement, a SOW or an Order if the other Party commits any material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the other Party. Either Party may terminate this Agreement for any reason with ninety (90) days written notice to the other Party. Agreement cannot be terminated while an active SOW or Order is in process of actively being worked on by LAN INFOTECH. Further, some of our Third-Party Vendors including Microsoft has begun to charge annual Licensing Fees. The services and products offered by these third-party vendors may require LAN INFOTECH to purchase certain "per seat" licenses from these third parties to provide Client with these applications (i.e. Microsoft 365, Office 365). As per their requirements, the licenses cannot be canceled once they are purchased, transferred to any other customer or moved to another IT service provider during the unexpired term of the license. If LAN INFOTECH purchases a license for Client on an order, then those licenses will require a one (1) year term, or Client may be assessed additional monthly fees for purchasing month-to-month licensing instead of committing to the one (1) year term. For that reason, Client understands and agrees that regardless of the reason for termination of the Services, Client is required to pay for all applicable licenses in full for the entire term of those licenses. It is the LAN INFOTECH'S understanding that once the license is paid in full, Client will be permitted to use the applicable applications until the expiration of the license terms, even if Client moves to a different technology services provider.

Services Provided

Included Services. Client will receive items containing "✓" to the right of the brief description. Items without "✓" are not provided.

Managed IT Services	
Complete Site Seat	
Network Maintenance: Stable firmware updates applied as they are released to assist in preventing vulnerabilities to your firewall/switch.	✓
Remote Support: Remote assistance during service hours to fix day to day issues. Upon Request	✓
Onsite Support: Onsite support during service hours to repair covered issues that are unable to be resolved remotely. Upon Request	✓
Complete Device Seat (Example: Windows Desktop and Laptops)	✓
Anti-Virus Solution: When systems and computers are powered on, virus software may be kept up to date and daily quick scans as well as weekly full scans will be completed.	✓
Remote Access Solution: Anytime, anywhere remote-control access to office computers. Note: Although this service is included, the service is not activated unless requested by Client.	✓
Device Monitoring: Event logs are monitored for errors to proactively fix small issues before they become big ones.	✓
Device Maintenance: Temporary file deletion, disk defragmenting, virus & malware scans.	✓
OS Patch Management: Installation of critical & security updates. Upon Request	✓
3rd Party Patch Management: Updates will be applied to vulnerable 3rd party software such as but not be limited to Java and Adobe Reader. Upon Request	✓
Remote Support: Remote assistance during service hours to fix day to day issues. Upon Request	✓
Onsite Support: Onsite support during service hours to repair covered issues that are unable to be resolved remotely. Upon Request	✓

Complete Server Seat (Example: Windows Servers)	
Anti-Virus Solution: When systems and computers are powered on, virus software may be kept up to date and daily quick scans as well as weekly full scans will be completed.	✓
Device Monitoring: Event logs are monitored for errors to proactively fix small issues before they become big ones.	✓
Device Alerting: We are notified if a suspicious event log error occurs, or if hardware falls below a performance threshold.	✓
Device Maintenance: Temporary file deletion, disk defragmenting, virus & malware scans.	✓
OS Patch Management: Installation of critical & security updates.	✓
3rd Party Patch Management: Updates will be applied to vulnerable 3rd party software such as but not be limited to Java and Adobe Reader.	✓
Remote Support: Remote assistance during service hours to fix day to day issues.	✓
Onsite Support: Onsite support during service hours to repair covered issues that are unable to be resolved remotely.	✓
Security & Awareness Training" LAN INFOTECH offers online Security & Awareness Training to all employees.	✓

Current Coverage

Managed Service — All Mandatory

Description	Price	Qty.	Disc.	Amount
Monthly Recurring **Managed Server Monitoring** Monthly Server Monitoring/Security/Support Services - includes Daily Workstation Maintenance tasks, (ie. Security Scan, Cookie Clean, Temporary File deletion) and Server Patching Automation - Also includes M-F 8:30am - 5:30pm Server support - Servers, Firewall Monitored 7x24	$895.00 Per Month	1	$0.00	$895.00
Monthly Recurring **Monthly On-Site Technical Services** Monthly Block of (80) hours to be used for Onsite Support Monday-Friday 8am-5pm. Proposed Plan is M-F 10am-2pm daily. Plan can be modified. Overage to billed at a rate of $95 per hour.	$7,200.00 Per Month	1	$0.00	$7,200.00
Monthly Recurring **Datto RMM Network Management Client** Datto RMM Network Management Client - incudes desktop alerting agent, automated patching, secure desktop remote access and hardware inventory.	$3.99 Per Month	235	$0.00	$937.65

Monthly Recurring **Mimecast Email Security Bundle** Mimecast Unified Email Management Services Per User Per Month - includes • 100% Anti-Virus / 99.5% Anti-Spam Inbound + Outbound Perimeter Protection, • 100% Email Continuity from Outlook + Web, • Marketing Stationery and Disclaimer Tools , • Large File Attachment Strip + Link (Link on Size), Threat Protection, Impersonation Protection	$6.50 Per Month	250	$0.00	$1,625.00
Monthly Recurring **Mimecast Internal Protect** Mimecast Internal Protect	$1.99 Each	250	$0.00	$497.50
Monthly Recurring **Mimecast BEC (Cybergraph)**	$2.20 Each	250	$0.00	$550.00
Monthly Recurring **Acronis Office 365 Backup** Acronis Office 365 Backup	$3.75 Each	250	$0.00	$937.50

Monthly Recurring **Office 365 Signature** Office 365 Signature	$2.69	250	$0.00	$672.50
Monthly Recurring **Sentinel One Vigilance** Sentinel One Vigilance Add-in - Sentinel One's Security Operations Center (SOC) will monitor all incidents detected in Sentinel One 7x24. The SOC will also do proactive hunting to further review and incidents	$7.45 Each	235	$0.00	$1,750.75
Monthly Recurring **Datto SIRUS 5 Monthly Offsite - Includes 24 TB Offsite (1) Year Time Retention**	$1,995.00 Each	1	$0.00	$1,995.00
Monthly Recurring **DMARC Monitoring Security** DMARC Monitoring Security - DMARC Record configuration helps reduce email spoofing, enhance email delivery and reduce phishing. Monthly DMARC reporting	$55.00 Per Month	1	$0.00	$55.00

Monthly	$17,115.90
Tax	$0.00
Total	$17,115.90

Approval:

This Proposal is effective only upon execution by LAN Infotech, LLC and Client. Each party hereto warrants and represents that this Proposal constitute the legal, valid, and binding obligation of such party as of the date executed.

I, the undersigned, as an authorized representative of Client, have read and accepted the terms and conditions of this proposal and request that LAN Infotech, LLC provide the above products and services. This Proposal is in conjunction with the Terms and Conditions of Service "Terms". This Proposal does not replace the Terms but incorporates all the provisions and obligations set forth in the Terms. Should any provision of the Terms and this Proposal conflict, the Proposal shall take precedence. By accepting this Proposal, you also accept the Terms. The Terms can be viewed at https://www.laninfotech.com/terms-and-conditions.

Subject to the limitations in the Agreement, each party shall be responsible for its own negligent acts or omissions and those of its officers, employees, and agents. Nothing herein shall be construed as a waiver of either party's sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statutes, as amended. Subject to the limitations in the Agreement, each party shall bear the costs of its own defense. This provision shall survive termination of the Agreement.

This Proposal consists of the terms above, the signature page, and any unique attachments to this Proposal. In the event of any inconsistency among these documents, precedence will be as follows: (1) Any subsequent Statement of Work; (2) Original Proposal; and (3) the Terms and Conditions.

City of Dania Beach

(Ana M. Garcia)

Name:

Date:

City of Dania Beach
Parks & Recreation Memorandum

DATE: 10/28/2025

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Cassi Waren, CPRP, Director of Parks & Recreation

SUBJECT: Authorizing a third amendment to the janitorial services agreement awarded via Invitation to Bid (ITB) No. 21-027 entitled "Janitorial Services" with Clean Space, Inc., to add cleaning services for C.W. Thomas Park Community Center and to exercise the second and final two year extension of the agreement through November 2025.

Request:
The Parks and Recreation Department is requesting authorizing a third amendment to the janitorial services agreement awarded via Invitation to Bid (ITB) No. 21-027 entitled "Janitorial Services" with Clean Space, Inc., to add cleaning services for C.W. Thomas Park Community Center and to exercise the second and final two year extension of the agreement through November 2025.

Background:
The City of Dania Beach has several high-use, multi-work shift facilities that require janitorial services on a daily basis. Invitation to Bid (ITB) No. 21-027 was advertised and awarded to Clean Space, Inc. The original janitorial agreement was executed on November 23, 2021, and included two (2), two-year renewal options. The City Commission adopted Resolution 2023-141 authorizing the execution of the first of two options to renew the agreement for a two-year term on November 14, 2023. That renewal expires November 2025. The City seeks to approve the second and final renewal through November 2027.

The City is satisfied with the quality and reliability of Clean Space, Inc.'s janitorial services and with the reopening of C.W. Thomas Park Community Center, the need for janitorial services is needed. City desires to expand services to include C.W. Thomas Community Center for routine janitorial services in the lobby entrance / walkways, offices, kitchen, classrooms, restrooms, fitness room and basketball gymnasium at a cost of $2,545.83 per month, and for emergency services, rentals and special events at a cost of $24.00 per hour.

Budgetary Impact
The funding for the additional routine janitorial services is available and appropriated within CW Thomas Contractual Services Account No. 001-72-03-572-34-10.

Recommendation

It is recommended that the City Commission adopt the resolution authorizing a third amendment to the janitorial services agreement awarded via Invitation to Bid (ITB) No. 21-027 entitled "Janitorial Services" with Clean Space, Inc., to add cleaning services for C.W. Thomas Park Community Center and to exercise the second and final two year extension of the agreement through November 2025.

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN THIRD AMENDMENT TO THE JANITORIAL SERVICES AGREEMENT AWARDED VIA INVITATION TO BID ("ITB") NO. 21-027, ENTITLED "JANITORIAL SERVICES" WITH CLEAN SPACE, INC. TO ADD CLEANING SERVICES FOR I.T. PARKER COMMUNITY CENTER AND TO EXTEND THE UNDERLYING AGREEMENT FOR THE SECOND AND FINAL TWO YEAR TERM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach has several high-use, multi-work shift facilities that require janitorial services on a daily basis; and

WHEREAS, the original janitorial agreement (the "Agreement") was executed on November 23, 2021, and included two (2), two-year renewal options; and

WHEREAS, the City Commission adopted Resolution 2023-141 authorizing the execution of the first of two options to renew the Agreement for a two-year term on November 14, 2023; and

WHEREAS, the first renewal period will expire November 2025, and the City is seeking to enter into the second and final two-year renewal option; and

WHEREAS, the City is satisfied with the quality and reliability of Clean Space, Inc.'s janitorial services; and

WHEREAS, C.W. Thomas Park was under renovations for the past 18 months and was not included in the original ITB; and

WHEREAS, the City desires to expand professional janitorial services to include the renovated C.W. Thomas Community Center for routine janitorial services in the lobby entrance / walkways, offices, kitchen, classrooms, restrooms, fitness room and basketball gymnasium at a cost of $2,545.83 per month, and for emergency services, rentals and special events at a cost of $24.00 per hour; and

WHEREAS, the City Administration recommends that the City Commission approve an amendment to the Agreement with Clean Space, Inc. for the additional services.

WHEREAS, the City is satisfied with the quality and reliability of Clean Space, Inc.'s janitorial services; and

WHEREAS, the City desires to expand services to include C.W. Thomas Community Center for routine janitorial services in the lobby entrance, walkways, offices, kitchen, classrooms, restrooms, fitness room and basketball gymnasium at a cost of $2,545.83 per month, and for emergency services, rentals and special events at a cost of $24.00 per hour; and

WHEREAS, the City Administration recommends that the City Commission approve an amendment to the Agreement with Clean Space, Inc. for the additional services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the proper City officials to execute a third amendment to the Agreement with Clean Space, Inc., which amendment is attached as Exhibit "A" and incorporated into this Resolution by this reference, to approve the second, and final two year extension ,and to include janitorial cleaning services for the C.W. Thomas Community Center, at a cost of $2,545.83 per month for routine janitorial cleaning, plus an additional rate of $24.00 per hour for emergency services, rentals and special event cleanings.

Section 3. That funding for the additional routine janitorial services is available and appropriated within CW Thomas Contractual Services Account No. 001-72-03-572-34-10.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____	_____
ELORA RIERA, MMC	JOYCE L. DAVIS
CITY CLERK	MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND CLEAN SPACE INC., FOR SERVICES RELATED TO JANITORIAL SERVICES AS DESCRIBED WITHIN THE CITY OF DANIA BEACH INVITATION TO BID ("ITB") NO. 21-027.

This is the Third Amendment (the "Amendment") to an Agreement (the "Agreement"), dated _____, 2025, existing between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and Clean Space, Inc. ("Contractor"), a Florida corporation with its principal mailing address of 3764 Northwest 124 Avenue, Coral Springs, Florida 33065. The First Amendment to the Agreement was dated December 8, 2023. The original Agreement was executed on November 23, 2021, the First Amendment to the Agreement was executed on December 8, 2023 and the Second Amendment was executed on January 24, 2025.

WHEREAS, Clean Space Inc. was the successful bidder to ITB No. 21-027 for Janitorial Services; and

WHEREAS, the original janitorial agreement (the "Agreement") was executed on November 23, 2021, and included two (2), two-year renewal options; and

WHEREAS, the City Commission adopted Resolution 2023-141 authorizing the execution of the first of two options to renew the Agreement for a two-year term on November 14, 2023; and

WHEREAS, first renewal period shall expire November 2025, and the City is seeking to enter into the second two-year renewal option; and

WHEREAS, the City is satisfied with the quality and reliability of Clean Space, Inc.'s janitorial services; and

WHEREAS, C.W. Thomas Park was under renovations for the past 18 months and was not included in the original ITB; and

WHEREAS, the City desires to expand professional janitorial services to include the renovated C.W. Thomas Community Center for routine janitorial services in the lobby entrance / walkways, offices, kitchen, classrooms, restrooms, fitness room and basketball gymnasium at a cost of $2,545.83 per month, and for emergency services, rentals and special events at a cost of $24.00 per hour; and

WHEREAS, the City Administration recommends that the City Commission approve an amendment to the Agreement with Clean Space, Inc. for the additional services.

NOW THEREFORE, In consideration of the mutual covenants, terms and conditions contained in the Amendment, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree as follows:

1. The above Whereas clauses are incorporated by reference into this Amendment.
2. That this Amendment shall take effect upon complete execution by both Parties.
3. That this Amendment shall expire on November 23, 2027.
4. That in all other respects, the underlying Agreement is ratified and reaffirmed and remains in full force and effect.

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:
Clean Space, Inc.,
a Florida corporation

Signature

Matt Giunco
PRINT Name

OPERATIONS MANAGER
Title

Dated: _____, 2025

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025 by Matt Giunco, as Operations Manager of Clean Space, Inc., a Florida corporation. He/she is personally known to me or has produced _____as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name :

CleanSpace

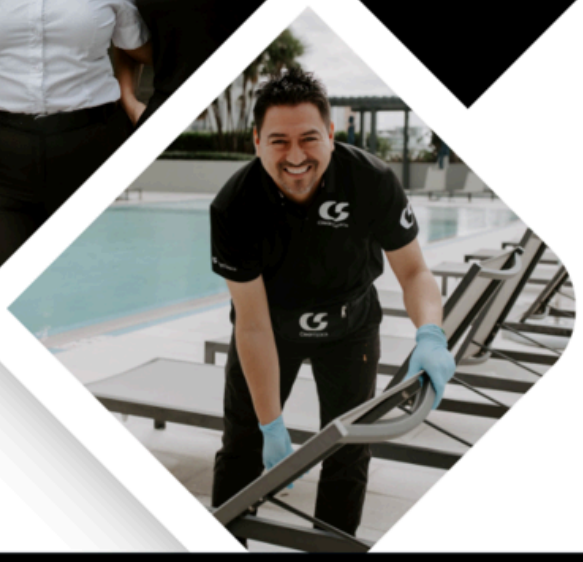
2025

Proposal









Prepared For:

Dania Beach - CW Thomas Park

Franky Lazo

flazo@daniabeachfl.gov

Date Submitted: October 16, 2025

Our Mission:

"To empower employees to deliver clean spaces that positively impact businesses and communities."

CleanSpace

Service Agreement

AREAS SERVICED:

1. Hourly Rate for special events and rental cleanings
2. Cleaning of CW Thomas Park building. Cleaning to occur Monday to Friday from 8am to 1pm.

Entire Building

- **Daily:** Routine cleaning of all areas within the building.

Basketball Gymnasium

- **Daily:**
  - Sweep floor with large broom
  - Empty trash receptacles
  - Remove loose litter and debris
- **Monday, Wednesday, Friday:**
  - Mop floors
  - Wipe down bleachers
  - Clean wall padding

Fitness Room

- **Daily:**
  - Routine cleaning
  - Wipe down exercise equipment

ADDITIONAL INFORMATION:

- **Days and Hours of Service:** Monday to Friday, 8am to 1pm
- **What is included:** Labor, cleaning agents, cleaning equipment, client to provide consumable products.
- **Staff size:** 1

PRICING SCHEDULE:

	(A) COST PER HOUR	(B) HOURS	(C) TOTALS
Areas Serviced 1. (Per hour, emergency services, rentals, and special events)	$24	1	$24
Areas Serviced 2. Price per week	$23.50	25	$587.50
Areas Serviced 2. Price per month = Cost per hours X Hours X 52/12			$2,545.83

ACCEPTANCE OF PROPOSAL:

The client agrees to pay Clean Space the total amount specified in the pricing schedule within 30 days of the invoice date. By signing, the client acknowledges and agrees to the terms outlined in this proposal. In the event of service termination, payment will be required for all services rendered up to the termination date. Accounts past due for more than 30 days will be referred to a collection agency, and the client will be responsible for any associated costs.

CLEAN SPACE, INC.



NAME: Matt Giunco
TITLE: CEO
October 16, 2025

DANIA BEACH - CW THOMAS PARK

SIGNATURE
Ana Garcia

NAME: Ana M. Garcia
TITLE: City Manager
Not yet accepted

City of Dania Beach
Parks & Recreation Memorandum

DATE: 10/28/2025

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Cassi Waren, CPRP, Director of Parks and Recreation

SUBJECT: Reciprocal Use Agreement (RUA) between the City of Dania Beach and the School Board of Broward County.

Request:
The Parks and Recreation Department is requesting the adoption of a resolution authorizing the proper City Officials to execute a Reciprocal Use Agreement (RUA) with the School Board of Broward County relating to the mutual and reciprocal use by the parties of City and School Board facilities for a five-year term, with a one five year renewal.

Background:
The School Board of Broward County and the City previously entered into a five (5) year RECIPROCAL USE AGREEMENT that expires on December 13, 2025, for the shared use of each other's facilities. The agreement has been a benefit to both the City and the School Board over the years and both parties agree that a new agreement with the option for a five-year renewal will benefit both parties.

This agreement was designed for the City of Dania Beach and the School Board of Broward County to share resources and to support each other's goals and objectives in order to provide additional play opportunities to both the schools and the city.

Budgetary Impact

Recommendation
The Parks and Recreation Department is recommending approval of the resolution authorizing the proper City Officials to execute a Reciprocal Use Agreement (RUA) with the School Board of Broward County relating to the mutual and reciprocal use by the parties of City and School Board facilities for a five-year term, with a one five year renewal.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RECIPROCAL USE AGREEMENT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, RELATING TO THE MUTUAL AND RECIPROCAL USE BY THE PARTIES OF CITY AND SCHOOL BOARD FACILITIES FOR A FIVE YEAR TERM, WITH ONE FIVE YEAR RENEWAL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the SBBC and City previously entered into a five (5) year RECIPROCAL USE AGREEMENT that expires on December 13, 2025, for the shared use of each other's facilities; and

WHEREAS, partnerships instill a sense of civic pride and responsibility in students that will last far beyond their educational experience; and

WHEREAS, cities and schools may share resources to support each other's goals and objectives; and

WHEREAS, this collaboration provides the opportunity to develop a seamless communication infrastructure between City officials, City staff and their counterparts in the School District; and

WHEREAS, the City, as part of its recreation program, wishes to provide additional indoor and/or outdoor playground recreation facilities for its citizens; and

WHEREAS, the School Board of Broward County (SBBC), as the controlling body of the district schools of Broward County, Florida owns, operates and maintains various facilities throughout the county, including elementary, middle and high schools, vocational sites, training facilities and equipment in the City of Dania Beach suitable for use by City in its municipal programs; and

WHEREAS, SBBC wishes to provide additional facilities for its programming; and

WHEREAS, City owns, operates and maintains numerous facilities suitable for use by SBBC for its educational, and training programs; and

WHEREAS, City and SBBC have determined that entering into numerous agreements for the use of each other's facilities on a case-by-case basis will result in the expense of additional administrative time and resources; and

WHEREAS, the agreement is for a five year term, with one, five-year extension; and

WHEREAS, City and SBBC believe that a formal agreement providing reciprocal use of each other's facilities will be of mutual benefit to all parties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the City Commission authorizes the proper City officials to execute a Reciprocal Use Agreement with the Broward County School Board, a copy of which is attached as Exhibit "A" and is made a part of and is incorporated into this Resolution by this reference, relating to the mutual use by the City and Board of City and School Board facilities in Dania Beach, Florida.

Section 2. That the City Manager and the City Attorney are authorized to make minor revisions to the Reciprocal Use Agreement as are deemed necessary and proper for the best interests of the City.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

_____	_____
ELORA RIERA, MMC	JOYCE L. DAVIS
CITY CLERK	MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

RECIPROCAL USE AGREEMENT

THIS AGREEMENT, made and entered into this___ day of_____ 2025, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a political subdivision of the State of Florida
having its principal place of business at
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

and

THE CITY OF DANIA BEACH, FLORIDA
(hereinafter referred to as "CITY")
a municipal corporation of the State of
Florida whose address is
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

WHEREAS, the SBBC and City previously entered into a five (5) year RECIPROCAL USE AGREEMENT that expires on December 13, 2025, for the shared use of each other's facilities; and

WHEREAS, partnerships instill a sense of civic pride and responsibility in students that will last far beyond their educational experience; and

WHEREAS, cities and schools may share resources to support each other's goals and objectives; and

WHEREAS, this collaboration provides the opportunity to develop a seamless, communication infrastructure between CITY officials, CITY staff and their counterparts in the Schoo1 District; and

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates and maintains various facilities throughout the county, including elementary, middle and high schools, vocational sites, training facilities and equipment in the CITY of Dania Beach suitable for use by CITY in its municipal programs; and

WHEREAS, CITY owns, operates and maintains numerous facilities suitable for use by SBBC for its educational, and training programs; and

WHEREAS, CITY and SBBC have determined that entering into numerous agreements for the use of each other's facilities on a case-by-case basis will result in the expense of additional administrative time and resources; and

WHEREAS, CITY and SBBC believe that a formal agreement providing reciprocal use of each other's facilities will be of mutual benefit to all parties.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereby agree as follows:

ARTICLE 1- RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, or renewed pursuant to this section, the term of this Agreement shall be for a period of five (5) years commencing on December 14, 2025, and expiring on December 13, 2030. The term may be renewed for one (1) additional, five (5)-year term upon mutual agreement of the parties, formalized in a written amendment approved by both parties. A request for renewal by either party must be made by the requesting party in writing not less than ninety (90) days prior to expiration of the initial term of this Agreement.

2.02 **CITY Licensed Facilities.**

2.02.1 Authorized Use of CITY Licensed Facilities by SBBC. CITY owns and operates a number of parks and facilities located in the CITY of Dania Beach, Florida, which are suitable for use by SBBC for its educational and training programs. The CITY agrees to allow SBBC use of CITY parks and facilities (hereinafter referred to as "CITY Licensed Facilities") including but not limited to those described in **Exhibit "A",** on such days and at such times as are mutually agreed upon by the Director, Parks and Recreation or designee and the Superintendent of Schools or designee.

2.02.2 Procedure to Request Use of CITY Licensed Facilities. The following procedure shall be followed whenever SBBC desires to use any CITY Licensed Facilities:

2.02.2.1 SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "C",** to the Director, Parks and Recreation or designee for use of CITY Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities desired, to be used by SBBC and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Director, Parks and Recreation or designee and the Superintendent of Schools or designee without a formal amendment of this Agreement.

2.02.2.2 The Director, Parks and Recreation or designee shall determine if the requested use conflicts or interferes with any other usage of the CITY Licensed Facility within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to SBBC. If there is a conflict and the request is denied, SBBC may appeal the denial to the CITY Manager. The CITY Manager will determine whether to uphold the denial within seven (7) calendar days of filing of the appeal, and the decision of the CITY Manager upon such appeal shall be final.

2.02.2.3 Said CITY Licensed Facilities are to be used by SBBC solely for educational and training purposes which are an integral part of the Public Education Program of Broward County and for no other purpose whatsoever without the prior written consent of the CITY.

2.02.2.4 The use of said CITY Licensed Facilities by SBBC shall, at all times, comply with the laws of the State of Florida, local laws and CITY's Code of Ordinances. SBBC shall require its instructors, agents, students and invitees to follow all rules and regulations promulgated by CITY.

2.02.3 Maintenance of CITY Licensed Facilities. CITY shall provide and maintain the parking lot, parking lot lighting, and ingress and egress at all CITY Licensed Facilities. The CITY shall have the continuing duty to maintain CITY Licensed Facilities and equipment in a safe condition and to ensure that any unsafe condition or defect in or upon CITY Licensed Facilities is remedied and/or repaired within a reasonable time of actual or constructive notice of such condition. If in the course of its maintenance and operation, the CITY becomes aware of any dangerous or unsafe condition in or upon CITY Licensed Facilities or equipment, CITY shall immediately correct the dangerous condition or prevent the use of CITY Licensed Facilities or equipment by other persons so as not to endanger the life or safety of persons at the Licensed Facilities or equipment. If in the course of SBBC' s use and occupancy of CITY Licensed Facilities or equipment, SBBC becomes aware of any dangerous condition in or upon CITY Licensed Facilities or equipment, SBBC shall, immediately, notify the CITY Manager or Director, Parks and Recreation or designee of such dangerous or unsafe condition and cease SBBC'S use of CITY Licensed Facilities or equipment which is unsafe until such time as CITY corrects or remedies the condition. The CITY shall have final determination as to what is deemed "unsafe". If SBBC does not notify the CITY of such dangerous conditions, and CITY is not otherwise aware nor should it have been aware of same, CITY shall not be liable to SBBC, its employees, agents or invitees for loss, personal injury or damage. This paragraph shall not create any rights for any third party to sue the CITY or SBBC, and there shall be no third-party beneficiary. Each party shall confirm receipt of notice of any unsafe condition within 48 hours and provide intended corrective action in writing.

2.02.4 CITY Access to CITY Licensed Facilities. CITY and its officers, agents and employees engaged in the operation maintenance or repair of the CITY Licensed Facilities reserve the right, at any time, to enter upon and have free access to any and all parts of the CITY Licensed Facilities. CITY shall have the right to observe all operations of SBBC at CITY Licensed Facilities in regard to ensuring that said facilities are not subjected to risk of loss. CITY reserves the right to preclude or interrupt any act or use of equipment by SBBC within the reasonable judgment of the CITY Manager or Director, Parks and Recreation or designee of the affected CITY Licensed Facilities, if it is necessary in the interest of public safety to protect person or property from exposure to risk of injury, death, damage or loss. CITY shall have the right to inspect any and all parts of CITY Licensed Facilities and make or cause to be made necessary repairs thereto, to enforce all necessary and proper rules for the management and operation of the premises and to enforce the license obligations hereunder.

2.02.5 SBBC Property on CITY Licensed Facilities. CITY assumes no responsibility whatsoever for any property placed on its premises by SBBC, its agents, employees, representatives, independent contractors or invitees.

2.02.6 Restrictions on Items Brought onto CITY Licensed Facilities. SBBC agrees not to bring onto CITY Licensed Facilities, any material, substances, equipment or objects that are likely to endanger the life or to cause bodily injury to any person or damage to the CITY Licensed Facilities or which are likely to constitute a hazard to property thereon. CITY shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto the CITY Licensed Facilities and the right to require their immediate removal from the property.

2.02.7 Construction of Improvements. SBBC shall not construct any improvements upon any of Licensed Facilities during the term of this Agreement without prior written consent of CITY. Any improvement constructed upon CITY Licensed Facilities without prior written approval of the CITY shall be removed or relocated by SBBC within ten (10) days of written demand by CITY. SBBC is authorized to place items of movable personal property onto the CITY Licensed Facilities for use therein without prior written approval of CITY. If SBBC fails to remove items of moveable personal property upon termination of this Agreement, CITY may remove, and store said items and SBBC shall reimburse CITY for the costs of relocating and storing the items.

2.02.8 Vacation of CITY Licensed Facilities. Upon vacation of CITY Licensed Facilities after each use and occupancy, SBBC shall leave said facilities in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from the premises all items of movable personal property brought onto the CITY Licensed Facilities by SBBC.

2.03 **SBBC Licensed Facilities.**

2.03.1 Authorized Use of SBBC Licensed Facilities by CITY. SBBC owns, operates and maintains various schools and facilities (hereinafter referred to as "SBBC Licensed Facilities') throughout the county, including elementary, middle, high and technical schools sites and training facilities located in and around the CITY of Dania Beach that may be suitable for use by residents of the CITY of Dania Beach and the CITY may desire to place its programs, special functions, training programs, such as Dania Beach Police and/or Fire Department's implementing security training geared toward preparation for school related incidents and community meetings at these sites. SBBC agrees to allow CITY use of SBBC schools and facilities in the CITY of Dania Beach, including, but not necessarily limited to those described in **Exhibit "B",** on such days and at such times as are mutually agreed upon by the Superintendent or designee and the Director, Parks and Recreation or designee.

2.03.2 Procedure to Request Use of SBBC Licensed Facilities. The following procedure shall be followed whenever the CITY desires to use any SBBC Licensed Facilities:

2.03.2.1 CITY shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "C"** to the Superintendent or designee for use of SBBC Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage (including training programs by the Dania Beach Police and/or Fire-Rescue Department). The Notice of Facility Use form must specify the dates, times and facilities to be used by the CITY or its residents and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use

Form may be revised by mutual agreement of the Superintendent of Schools or designee and the Director, Parks and Recreation or designee without a formal amendment of this Agreement.

2.03.2.2 The Superintendent or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SBBC Licensed Facilities by other parties within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the CITY. If there is a conflict and the request is not approved, the CITY may appeal the denial to SBBC's South Regional Superintendent or designee. The South Regional Superintendent or designee will determine whether to uphold the denial within seven (7) calendar days of filing of the appeal, and the decision of the South Regional Superintendent or designee upon such appeal shall be final.

2.03.2.3 The use of SBBC Licensed Facilities by the CITY shall, at all times be in compliance with the applicable laws of the State of Florida and SBBC policies.

2.03.3 Maintenance of SBBC Licensed Facilities. SBBC shall provide and maintain the parking lot, parking lot lighting and ingress and egress at all SBBC Licensed Facilities. SBBC shall have the continuing duty to maintain SBBC Licensed Facilities and equipment in a safe condition and to ensure that any unsafe condition or defect in or upon SBBC Licensed Facilities and equipment is remedied and/or repaired within a reasonable time of actual or constructive notice of such condition. If in the course of its maintenance and operation, SBBC becomes aware of any dangerous or unsafe condition in or upon SBBC Licensed Facilities or equipment, SBBC shall immediately correct the dangerous condition or prevent the use of the facilities or equipment by other persons so as not to endanger the life or safety of persons at the facility. If in the course of CITY's use and occupancy of SBBC Licensed Facilities or equipment, CITY becomes aware of any dangerous condition in or upon SBBC Licensed Facilities or equipment, CITY shall, as soon as reasonably possible, notify the principal of SBBC Licensed Facilities being utilized, of such dangerous or unsafe condition and cease CITY's use of the facilities or equipment which are unsafe until such time as SBBC corrects or remedies the condition. SBBC shall have final determination as to what is deemed "unsafe". If the CITY does not notify SBBC of such dangerous conditions, and SBBC is not otherwise aware nor should have been aware of same, SBBC shall not be liable to CITY, its employees, agents or invitees for loss, personal injury or damage. This paragraph shall not create any rights for any third party to sue the CITY or SBBC, and there shall be no third-party beneficiary.

2.03.4 SBBC Access to SBBC Licensed Facilities. SBBC and its officers, agents and employees engaged in the operation, maintenance or repair of SBBC Licensed Facilities reserve the right, at any time, to enter upon and have free access to any and all parts of SBBC Licensed Facilities. SBBC shall have the right to observe all operations of CITY at SBBC Licensed Facilities in order to ensure that the facilities are not subjected to risk of loss. SBBC reserves the right to preclude or interrupt any act or use of equipment by CITY within the reasonable judgment of the Superintendent or designee of SBBC Licensed Facilities, if it is necessary in the interest of public safety to protect person or property from exposure to risk of injury, death, damage or loss. SBBC shall have the right to inspect any and all parts of SBBC Licensed Facilities and make or cause

to be made necessary repairs thereto, to enforce all necessary and proper rules for the management and operation of the premises and to enforce the license obligations hereunder.

2.03.5 CITY Property on SBBC Licensed Facilities. SBBC assumes no responsibility whatsoever for any property placed on the premises by CITY, its agents, employees, representatives, independent contractors or invitees.

2.03.6 Restrictions on Items Brought onto SBBC Licensed Facilities. CITY agrees not to bring onto SBBC Licensed Facilities, any material, substances, equipment or objects that are likely to endanger the life or to cause bodily injury to any person or damage to SBBC Licensed Facilities or which are likely to constitute a hazard to property thereon. SBBC shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto SBBC Licensed Facilities and the right to require their immediate removal from the property.

2.03.7 Construction of Improvements. CITY shall not construct any improvements upon any of SBBC Licensed Facilities during the term of this Agreement without the prior written consent of SBBC. Therefore, the location of any and all recreational improvements (hereafter referred to as "Improvements") to be placed on the Licensed Facilities, shall first be approved in writing by the SBBC, it being intended that SBBC shall have absolute control over the location of any recreational facilities before they are placed on the Licensed Facilities. However, such approval by SBBC shall not be unreasonably withheld. Any Improvements placed on the said Licensed Facilities without the prior written approval of SBBC shall be removed or relocated within ten (10) calendar days of written demand by SBBC. However, the Parties may agree that any unauthorized Improvements should remain and amend this Agreement to include the use and responsibility of those Improvements.

a. The authority to grant this approval regarding the Improvements is hereby delegated by the SBBC to SBBC's Chief Operations Officer or designee, and SBBC's Chief Building Official or designee. Subject to the provisions of the foregoing paragraph, the Parties further agree that the CITY will prepare and submit plans to the SBBC's Chief Operations Officer or designee, and SBBC's Chief Building Official or designee for review and approval. Any plans must meet State of Florida Building Code Requirements, Florida Fire Protection Code, and State Requirements for Educational Facilities (hereafter referred to as the "SREF"), as may be applicable, and any other requirements imposed by applicable law. SBBC's Chief Operations Officer or designee, and SBBC's Chief Building Official or designee shall have forty-five {45) calendar days from the date of receipt to review and comment on the plans submitted by the CITY. In the event the SBBC's Chief Operations Officer or designee, and SBBC's Chief Building Official or designee fail to provide their review or comments within the forty-five (45) day period, the CITY's plans shall be deemed approved. All design documents shall be approved by the SBBC's Chief Operations Officer or designee, and SBBC's Chief Building Official or designee prior to submission to the Florida Department of Education, if required. The CITY agrees to obtain all necessary permits, inspections, and approvals to obtain a Certificate of Occupancy from the School District. If necessary, the CITY also agrees to contract with a contractor for the construction of the Improvements, including the installation of fencing and gates.

b. Before the commencement of the Improvements, the CITY shall require the engaged contractor to furnish required insurance, surety payment, and performance bonds that

guarantee completion of the Improvements, to include full payment for all suppliers, material men, laborers or subcontractors employed to complete the Improvements. The CITY shall ensure that the contractor shall be required by contract to deliver a copy of said insurance and surety bonds to the CITY. Such insurance shall remain current throughout the construction of the Improvements Such bonds shall remain in effect for one (1) year after completion of the Improvements. The CITY shall ensure that the contractor will cause the correction of any defective or faulty work or materials that appear after the completion of the Improvements, fencing and gates within the warranty period of such work performed.

c. The CITY shall be solely responsible for all contractual obligations to the contractor engaged to construct the Improvements.

d. If the Improvements desired by the CITY necessitates the addition of new fencing to ensure that the SBBC Licensed Facilities containing the Improvements are properly fenced off and separated from the school campus, the CITY shall ensure the installation of such fencing at its sole cost. At a minimum, the installed fencing shall have keyed locks with gates, and the height of the new fencing shall be the same as the existing fencing in the SBBC Licensed Facilities, and/or as determined by the SBBC's Chief Operations Officer or designee, and SBBC's Chief Building Official or designee. Also, the CITY shall provide the keys to all gates pertaining to the SBBC Licensed Facilities to the school's principal.

e. The cost and maintenance of all Improvements made or enabled by the CITY shall be solely borne by the CITY.

f. The CITY shall lock the gates to the SBBC Licensed Facilities after each and every use of the Licensed Facilities.

2.03.8 Vacation of SBBC Licensed Facilities. Upon vacation of SBBC Licensed Facilities after each use and occupancy, CITY shall leave SBBC Licensed Facilities in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from the premises all items of movable personal property brought onto the SBBC's Licensed Facilities by CITY.

2.03.9 Use of Fixed Kitchen Equipment at SBBC Licensed Facilities.

The school principal shall require the use of regular food service workers when fixed kitchen equipment on SBBC Licensed Facilities is used for the preparation of food for banquets, etc., and require the organization to pay the cost of the food service worker(s) involved according to the adopted School Food Services salary schedule, including retirement and other fringe benefits. The food service worker shall assist in the food preparation, serving, and clean up.

2.04 **Additional SBBC Licensed Facilities.**

2.04.1 Identification of Additional SBBC Licensed Facilities. The CITY and SBBC agree to continue to work cooperatively to identify additional school athletic fields and educational facilities available for use by the residents of the CITY of Dania Beach. The use of additional athletic facilities may be covered by a separate agreement.

2.04.2 Procedure to Request Use of Additional SBBC Licensed Facilities. The following procedure shall be followed whenever the CITY desires to use any additional SBBC Licensed Facilities

2.04.2.1 The CITY may submit a Notice of Facility Use form (attached hereto and incorporated herein by reference as Exhibit "C") to the Superintendent of Schools or designee (e.g. school principal) for the use or enjoyment of additional school facilities, outside the CITY limits, a minimum of thirty (30) calendar days in advance of usage.

2.04.2.2 The Superintendent of Schools or designee shall determine if the requested use conflicts or interferes with any other usage of the proposed additional SBBC Licensed Facility and approve or deny the requested use within fifteen (15) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the CITY. If there is a conflict and the request is not approved, the CITY may appeal the denial to SBBC's South Regional Superintendent or designee. The South Regional Superintendent or designee will determine whether to uphold the denial within fifteen (15) calendar days of filing of the appeal, and the decision of the South Regional Superintendent or designee upon such appeal shall be final. In the event of a scheduling conflict, priority will be given first to SBBC functions and second to the municipality in which the proposed school is located.

2.05 **Accessibility to CITY or SBBC Licensed Facilities and Fees for the Facilities.**

2.05.1 The CITY and SBBC (collectively, the "Parties") agree to waive any and all rental fees except for pool usage. CITY/SBBC agrees to waive any and all energy fees (excluding during use for summer programs). The CITY or SBBC will reimburse the other party for any costs that CITY or SBBC incurs only as a result of the use of CITY or SBBC Licensed Facilities by the CITY or SBBC. These reimbursable costs shall be limited to custodial costs to address the operational impact of the event, energy assessment costs only during use for summer programs, personnel costs for providing access to the facility during non-operational hours, and personnel costs for security. In such cases when the CITY or SBBC is permitted unsupervised use of a CITY or SBBC Licensed Facilities, the CITY or SBBC will ensure that an agent of the CITY or SBBC is present during the event to provide appropriate supervision of all activities and that such agent remains on-site until relieved by an authorized CITY or SBBC employee and/or employee volunteer.

2.05.2 In such cases when the CITY or SBBC is permitted unsupervised use of a CITY or SBBC Licensed Facilities, the CITY or SBBC will ensure that an agent of the CITY or SBBC is present during the event to provide appropriate supervision of all activities and that such agent remains on-site until relieved by an authorized CITY or SBBC employee and/or employee volunteer.

2.05.3 The CITY or SBBC will clean up after every use and will return the Licensed Facilities to its clean, sanitary and free from trash and debris state prior to utilization by the CITY or SBBC. However, if the CITY or SBBC does not clean up after every use, then custodial costs will apply. If custodial costs apply, the custodial fee will be $200.00 for a four (4) hour daily minimum, and $50.00 each additional hour. If additional CITY or SBBC personnel are needed for CITY or SBBC event the cost will be $50.00 per hour. Energy costs will only be assessed for CITY's use of SBBC Licensed Facilities for their summer programs with each energy bill charged to the CITY being reduced by twenty percent

(20%). Therefore, the CITY shall only pay eighty percent (80%} of the total assessed energy bill at thirty-two dollars per hour ($32.00).

2.05.4 The CITY or SBBC will be responsible for consumable items costs for the CITY or SBBC events with one (1) to thirty (30) people attending a function will pay $10.00 per day. For 31-100 people expected at a function SBBC or CITY will pay $20.00 per day; for 101-200 people expected at a function $ 30.00 per day; and $10.00 additional per day for each additional 100 people expected, or part thereafter.

2.05.5 Fees reflected herein may change due to cost escalation (as cited on the fee schedule in School Board Policy 8020 as of the effective date of this Agreement and both parties will refer to School Board Policy 8020 for fee increases during the term of this Agreement. If such happens the CITY or SBBC will communicate in writing such fee increases in a timely manner and such fees will become the effective fees and will be charged.

2.05.6 CITY or SBBC will ensure the CITY or SBBC is provided with information regarding 24-hour emergency notification and access protocol at the time of the authorization of unsupervised access to CITY or SBBC Licensed Facilities to ensure the appropriate emergency procedures and agreed upon special terms and conditions are followed.

2.05.7 All costs that are the responsibility of the CITY or SBBC shall be paid within 30 days of receipt of an invoice from CITY or SBBC. There will be no cost charged to the CITY by SBBC for training programs conducted by the CITY's law enforcement agency and/or Fire-Rescue Departments when such training is designed to enhance the CITY's response to incidents at SBBC's schools and facilitates.

2.05.8 As cited above, if the CITY or SBBC does not clean up after every use and return the Licensed Facilities to its clean, sanitary and free from trash and debris state prior to utilization by the CITY or SBBC, then custodial costs will apply.

2.06 **Additional Services at CITY or SBBC Licensed Facilities.** The cost for additional services, i.e., security, law enforcement, personnel, etc., for events at CITY or SBBC Licensed Facilities shall be mutually agreed upon by the parties prior to the scheduled events. Such agreement shall be reduced to writing in the respective Facility Use Form, with services and costs mutually agreed upon by the Superintendent or designee and the Public Service Director or designee.

2.07 **Insurance.** Upon execution of this Reciprocal Use Agreement, each party shall submit to the other, copies of its certificate(s) of insurance or self-insurance evidencing the required coverage.

2.08 **Required Insurance Coverages.** Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28 Florida Statutes, that each party is self-insured for general liability under Florida Statutes with coverage limits of $200,000 per person and $300,000 per occurrence, or such monetary wavier limits that may change and be set forth by the legislature.

2.08.1 Each party shall keep in effect during the full term of the

Agreement, self-insurance under a Risk Management Program in accordance with Section 768.28 Florida Statutes, for General and Automobile Liability.

2.08.2 Self-insured worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes, including Employer's Liability limits not less than $100,000/$ 100,000/$500,000 (each accident/disease-each employee/disease- policy limit).

2.08.3 Fire Legal Liability damage to Rented Premises with limits of $500,000 per occurrence/aggregate as a condition for the reduced limit of insurance. The CITY is not permitted to utilize stoves, ovens, microwave ovens, hotplates or any devices which have the potential to cause a fire on SBBC Property. SBBC grants permission for the CITY's vendor to utilize catering warmers during the summer program. The CITY' s vendor will be required to name "The School Board of Broward County, Florida, its officers, employees and agents" as additional insured with respect to liability on behalf of the vendor. The general liability policy will be primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.

2.08.4 Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.

2.08.5 Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

2.08.6 Required conditions; self-insurance and/or liability policies must contain the following provisions. In addition, the following wording in section 2.08.6. l below must be included in the Certificate of insurance 's description of operations:

2.08.6. l All self-insurance and/or liability policies are primary over all other valid and collectable coverage maintained by The School Board of Broward County, Florida. (Certificate Holder: The School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301).

2.08.7 No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party.

2.09 **Protection of Public Safety.** Each party specifically reserves the right, through its representatives, to eject any person(s) behaving in an objectionable manner from its own facilities or facilities of the other it may be using, and upon the exercise of this authority, each party hereby waives any right and all claims for damages against the other, as a result of the ejection, whether directly or through any of its agents or employees.

2.10 **License not Lease.** This Agreement shall not be deemed to be a lease of

any facilities, the use of which is permitted hereunder, but rather a license to use and occupy the respective premises under the terms and conditions stated herein. No leasehold interest in either CITY Licensed Facilities or SBBC Licensed Facilities is conferred to the using party under the provisions hereof.

2.11 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Facility Planning & Real Estate Department School Board of Broward County, Florida 600 Southeast Third Avenue - 8th Floor Fort Lauderdale, Florida 33301
To CITY:	Director, Parks and Recreation City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, Florida 33004
With a Copy to:	City Attorney Eve A. Boutsis 100 West Dania Beach Boulevard Dania Beach, Florida 33004

2.12 **Background Screening:** CITY and SBBC agree to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to CITY parks and school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of CITY/school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by CITY or SBBC in advance of CITY or SBBC or its personnel providing any services under the conditions described in the previous sentence. CITY or SBBC shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CITY or SBBC and its personnel. The parties agree that the failure of CITY or SBBC to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling CITY or SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, CITY or SBBC agrees to indemnify and hold harmless CITY or SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in CITY's/SBBC's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by

SBBC or CITY of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.13 **Indemnification.** To the extent permitted by law, CITY and SBBC each agree to indemnify, defend and hold the other, including their officers, agents and employees, harmless from and against any and all claims, damages, losses, liabilities, causes of action of any kind or nature whatsoever arising out of or because of the use and occupancy of any facilities licensed hereunder, providing that if such claim, damage, loss, liability or cause of action is due to the joint or concurrent negligence of the indemnitor and the indemnitee, their respective responsibilities hereunder shall be in the same proportion that the negligent acts or omissions of each contributes thereto. This indemnification shall not be limited to the amount of comprehensive general liability insurance that each party is required to provide under this Agreement. Each party reserves the right to select its own counsel in any such proceeding and all costs and fees associated therewith shall be the responsibility of the indemnitor under this indemnification agreement. Compliance with the foregoing shall not relieve the indemnitor of any liability or other obligation under this Agreement. Nothing contained herein is intended nor shall be construed to waive any party's rights, defenses, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the CITY or the CITY' s officers, employees, agents, subcontractors or assignees. No right to CITY retirement, leave benefits or any other benefits of CITY employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. CITY shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for SBBC or SBBC 's

officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC' s facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate. In the event of imminent threat to health, safety, or property, either party may immediately suspend facility use pending resolution.

3.05.01 The CITY shall have no liability for any property left on CITY' s property by any party to this Agreement after the termination of this Agreement. Any party contracting with CITY under this Agreement agrees that any of its property placed upon CITY' s facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon CITY' s facilities after that time shall be deemed to be abandoned, title to such property shall pass to the CITY, and CITY may use or dispose of such property as CITY deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC and CITY under this Agreement shall be contingent upon an annual budgetary appropriation by their respective governing bodies. If funds are not allocated by either governing body for the payment of services or products to be provided under this Agreement, this Agreement may be terminated at the end of the period for which funds have been allocated. Each party shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to either party in the event this provision is exercised and neither party shall be obligated or liable for any future payments due or any damages as a result of termination under

this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, CITY and SBBC are required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the other party all public records in that party's possession upon termination of its contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to the other party in a format that is compatible with the other party's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are

not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Exhibits "A", "B"** and **"C"** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, the terms of this Agreement shall supersede and prevail over the terms in the Exhibits.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be

deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure. In the event any of the licensed facilities, or any part thereof, shall be destroyed by fire or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this Agreement by either party impossible, then and thereupon, this Agreement shall be modified to exclude the use of the damaged licensed facility until such time as the owning party, at its discretion, returns the facility to an operable condition.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC and CITY, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement. Such actions shall include, but not be limited to, the immediate suspension of the use or occupancy of any or all SBBC Licensed Facilities as a result of the anticipation of imminent existence or existence of any of the conditions listed in Article 3.23 - Force Majeure – hereinabove.

3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have each executed this Agreement for reciprocal use of facilities on the dates indicated below.

[THIS SPACE INTENTIONALLY LEFT BLANK]

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By:_____
Debra Hixon, Chair

ATTEST:

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to form and legal content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK]

FOR CITY

ATTEST:

THE CITY OF DANIA BEACH, FLORIDA,
a municipal corporation of the State of Florida

By: _____
Elora Riera, MMC, City Clerk

By: _____
Joyce L. Davis, Mayor

Date: _____

Approved as to form and Sufficiency for the
Use of and reliance by City of Dania Beach,
Florida, only.

_____
Eve A. Boutsis, City Attorney

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT "A"

CITY LICENSED FACILITIES**

**Other CITY owned facilities within the corporate limits of the CITY of Dania Beach may be added by mutual agreement of the Superintendent of Schools (or designee) and the CITY Manager (or designee) and without formal amendment of this Agreement.

C.W. Thomas Park/Gym
100 NW 8th Avenue
Dania Beach, Florida 3300

Chester Byrd Park
1021 SW 12th Avenue
Dania Beach, Florida 33004

Dania Beach Ocean Park
100 N. Beach Road
Dania Beach, Florida 33004

Frost Park Recreational Complex/Gym
300 NE 2nd Street
Dania Beach, Florida 33004

I.T. Parker Community Center
901 NE 3rd Street
Dania Beach, Florida 33004

Mildred V. Jones Park
201-249 NW 14th Way
Dania Beach, Florida 33004

Mullikin Park
230 SW 1st Court
Dania Beach, Florida 33004

Northside Garden/Melaleuca Park
850 NW 10th Street
Dania Beach, Florida 33004

P.J. Meli Park Community Center/Aquatic Complex
2901 SW 52nd Street
Dania Beach, Florida 33312

Southwest Community Center
230 SW 12th Avenue
Dania Beach, Florida 33004

EXHIBIT "B"

SBBC LICENSED FACILITIES**

** Other SBBC owned facilities within the corporate limits of the CITY of Dania Beach may be added by mutual agreement of the Superintendent of Schools (or his/her designee) and the CITY Manager (or his/her designee) and without formal amendment of this Agreement.

Collins Elementary School
1050 NW 2nd Street
Dania Beach, Florida 33004

Dania Beach Elementary School
300 SE 2nd Avenue
Dania Beach, Florida 33004

Olsen Middle School
330 SE 11th Terrace
Dania Beach, Florida 33004

EXHIBIT "C"

NOTICE OF FACILITY USE FORM FOR RECIPROCAL USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGNATED LOCAL GOVERNMENTAL AGENCY

Name of Local Government _____

Date Filed _____

Location _____

Type of Activity _____

Facility	Date(s) Needed	Time(s) Needed

CHARGES (IF APPLICABLE)

Service/Item	Fee
Total Fee(s) Due	

NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information

CONTACTS/AUTHORIZED SIGNATURE

For School: Principal

Name _____

Title _____

Date _____

Signature: _____

☐ Approve ☐ Disapprove

For Local Government: Parks and Recreation Director or Equivalent Position

Name _____

Title _____

Date _____

Signature: _____

☐ Approve ☐ Disapprove

RATIONALE FOR DISAPPROVAL

Form #0000
New 10/12

21

FOR SBBC USE ONLY

IF DISAPPROVED APPEAL TO
South Regional Superintendent
901 NW 129th Avenue, Pembroke Pines, FL 33060
Phone: (754) 321-3200

State Reasons for Appeal

☐ Appeal Approved ☐ Appeal Disapproved

Authorized Signature: _____

Print Name & Title:

Date:

State Rational for Disapproval

FOR MUNICIPAL USE ONLY

IF DISAPPROVED APPEAL TO
CITY/TOWN MANAGER

State Reasons for Appeal

☐ Appeal Approved ☐ Appeal Disapproved

Authorized Signature: _____

Print Name & Title:

Date:

State Rational for Disapproval

Form #0000
New 10/12

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

City of Dania Beach
City Commission Discretionary Funds
Use Request Form

Recipient: Business for the Arts Browa Request Date: 10/15/25 Agenda Date: 10/28/25

Request Sponsor: Mayor Joyce L. Davis Request Amount: $3000

Brief description of Recipient's mission/commitment to the City of Dania Beach:

A not-for-profit organization that educates the business community about the importance of Broward County's art and cultural community and engages them in building connections between cultural vitality, creative success, and economic development.

Description of how the funds will be used/deliverables:

Business for the Arts Broward is hosting an Art & Somm event on November 6, 2025 at MAD Arts in Dania Beach. The funds will support an event sponsorship at the $3000 level.

Submitted by: Maxine Singh, Chief of Staff Date of submission: 10/20/25

REVIEW FOR VERIFICATION OF FUNDS. PAYMENT WILL BE RELEASED AFTER COMMISSION APPROVAL.

Yeimy Guzman Digitally signed by Yeimy Guzman Date: 2025.10.16 08:23:00 -04'00'

Legal Finance City Manager

PLEASE ATTACH ALL DOCUMENTATION NECESSARY TO SUPPORT THE REQUEST

Save the date: THURSDAY, NOVEMBER 6, 2025

MAD | 481 S. Federal Highway, Dania Beach, FL 33304

Join our intimate Art & Somm event,
featuring an evening of fine wines, cuisine and an exclusive artist encounter.



SPONSORSHIP COMMITMENT

Your sponsorship supports
BFA's Endowed Fund for the Arts at the Community Foundation of Broward.

Bordeaux Sponsorship: $20,000

Exclusive naming rights to the event-
(Your company name) presents Art& Somm
Inclusion as title sponsor in pre and post press release
Logo on email campaigns, website, event signage, invitations
(Deadline permitting)
Eight (8) tickets to event
Recognition at the event and opportunity to welcome guests

Tuscany Sponsorship: $10,000

Name in sponsor listing in pre and post press release
Logo on email campaigns, website, event signage, invitations
(deadline permitting)
Recognition at the event
Six (6) tickets to event

Rioja Sponsorship: $3,000

Name in sponsor listing in pre and post press release
Logo on email campaigns, website, event signage, invitations
(deadline permitting)
Recognition at the event
Two (2) tickets to event

Wine Sponsorship: $15,000

Name in sponsor listing in pre and post press release
Logo on email campaigns, website, event signage, invitations
(deadline permitting)
Recognition at the event
Six (6) tickets to event

Napa Valley Sponsorship: $5,000

Name in sponsor listing in pre and post press release
Logo on email campaigns, website, event signage, invitations
(deadline permitting)
Recognition at the event
Four (4) tickets to event

For additional information,
or to confirm your contribution, please contact:
Robyn Vegas
Executive Director, Business for the Arts Broward

rvegas@bfabroward.org | 954.940.4933

The economic impact of the non-profit arts and cultural industry in Broward County is more than $400 million annually, supporting 11,000 jobs and generating more than $40 million in revenue for local and state government. They support us.
This event will help us support them.

BUSINESS FOR THE ARTS BROWARD

315 artworks exhibited by 131 artists.

TOTAL combined paid to artists, entertainers, creatives 2024 -$482,969



2024 YEAR IN REVIEW

PERFORMING ARTISTS NON PROFITS CREATIVE INDUSTRIES HIRED
$80,324

Supported Broward County based technology, designers, printing, photographers, and videographers.

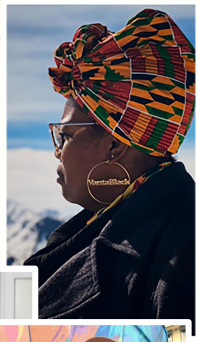
MURAL PROJECTS
$297,149

Six murals completed in Broward and Miami-Dade Counties.

ARTWORK SOLD
$128,780

Purchased through BFA events: ART + STROLL, Art & Somm and Art Curation program.









VISUAL ARTISTS
$139,381

Paid through commissions on sold artwork, hired for events, artist stipends for classes and art curation exhibits, art prize money





Endowed Art Fund $237,000 Since 2021

Business and Organization Partners:

Adam Mitzner
Alyssa Book
Amazon Prime Video
Anastasia Samoylova
Anthony Burks
Art Prevails Project / Darius Daughtry
Ashlee Sanford
BankUnited
Banyan Tree Companies
BBI
BBX Capital Fund at the Community Foundation of Broward
BBX Capital
Becker
Berger Singerman
BNY Wealth | BNY Mellon
BMO
Bob Industries
Brand Star
Brazilian Voices
Breakthru Beverage
Broward Center for the Performing Arts
Broward College
Broward College Big Band
Broward Cultural Division
Broward Health
Broward Metropolitan Planning Organization
Burdette Beckman, Inc.
Cammie Liz
Castle Group
Cathy & James Donnelly Family Fund at the Community Foundation of Broward
Cey Adams
City of Fort Lauderdale
City of Pembroke Pines
City of Plantation
Colin Breslin
Community Foundation of Broward
Coyo Taco
Crown Residential
C. Stanley Creative
Cutting Edge Engraving, Inc.
Dara and Jarett Levan Fund at the Community Foundation of Broward
Downtown Development Authority
Downtown Photo
Deborah Perlman
Deutsche Bank
Diane Lublinski
Downtown Chamber
Eddie V's
Eileen LaMarca
Feeding South Florida
First Horizon Bank
Fisher Phillips
Florida State Representative Chip LaMarca
Fogo De Chao
Fort Lauderdale Chamber of Commerce
FPL
Fransisco Sheuat
Galal Ramadan
Gold Coast Jazz Society
Golden
Grant Thornton
Greater Fort Lauderdale Alliance
Gustavo Oviedo
HCA FL Woodmont Hospital
Hector Prado
Hoffman's Chocolates
Hof's House of Sweets
House of VP
Hudson Family Fund at the Community Foundation of Broward
Hugh's Catering
Hyatt Centric
ICON
Indigo Events
IT'SUGAR
Jazzy Rose Ortiz
Kandy Lopez
Kopelowitz, Ostrow, Ferguson, Weiselberg, Gilbert
Las Olas Capital Arts
Laura Atria
Leonardo Montoya
LerroSarbey
Lori and Seth Wise
Lori Pratico
Marco Inzerillo
Marcum
Marlene De Waele
Matthew and Catherine Mandell
Moss
Moxies
MSG Concepts
Museum of Grafitti
National Jets
New River Fine Art | Burgess Modern Contemporary
Northern Trust
Nova Southeastern University
Patricia Kluwe Derderian
Pierson Grant
PNC
Regions
Remote
Robyn Vegas and Juan Prieto
RSM
Rubin & Turnbull
Sara Marcano
Seacoast Bank
Seminole Tribe of Florida
Shutts
Sidecar Kitchen
SOFLO Collective
Spirit Airlines
Starmark
Stearns Weaver
Stephanie Leyden
Stiles
SURGE
Susie and Alan Levan Family Foundation
Tedd Davis
Templeton
The Frank Family
The Las Olas Company
The Royal Barnes Family
TJ Design Studio
Truist
TSE Consulting
UBS
UNCS
Vanta Black
Vibrant Visions
Wayne and Lucretia Weiner
West Care South Village
Yes We Are Mad



We could not have accomplished this without our board members. Thank you.

OFFICERS:

Jarett S. Levan, Chair
Joey Epstein, CPA, Vice Chair
Tali Karp, Treasurer
Maria Pierson, Secretary
Brian R. Kopelowitz, Esq., Immediate Past Chair

MEMBERS:

Mary Beth Albritton, Ph.D.
Marc Aptakin
Jennifer Bales Drake, Esq.
Mark J. Binko
Shanti Bruce, Ph.D.
Chanda Young Brown
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Alex Lytle-Pracek
William J. Reilly
Leonard Samuels, Esq.
Eris Sandler
Kevin A. Shacter
Robert Taylor

City of Dania Beach
City Commission Discretionary Funds
Use Request Form

Recipient: Feeding South Florida Request Date: 10/6/25 Agenda Date: 10/28/25

Request Sponsor: Commissioner Luis Rimoli Request Amount: $712.00

Brief description of Recipient's mission/commitment to the City of Dania Beach:

Feeding South Florida's (FSF) mission is to end hunger in South Florida by providing immediate access to nutritious food, leading hunger and poverty advocacy efforts, and transforming lives through innovative programming and education.

Description of how the funds will be used/deliverables:

The City of Dania Beach in partnership with Feeding South Florida will host - "Serving Joy" on November 3, 2025 at P. J. Meli Park.

Funds will cover the special event application fee and a giveaway at the event.

Special Event Application - $150
Giveaway - $562

Submitted by: Maxine Singh, Chief of Staff Date of submission: 10/7/25

REVIEW FOR VERIFICATION OF FUNDS. PAYMENT WILL BE RELEASED AFTER COMMISSION APPROVAL.

Yeimy Guzman Digitally signed by Yeimy Guzman Date: 2025.10.07 14:04:24 -04'00'

Legal Finance City Manager

PLEASE ATTACH ALL DOCUMENTATION NECESSARY TO SUPPORT THE REQUEST

DANIA BEACH
BROWARD'S FIRST CITY

INVOICE

City of Dania Beach
100 W Dania Beach Blvd.
Dania Beach, FL, 33004
Phone: 954-924-6800 x3627

INVOICE #110325
DATE: OCTOBER 6, 2025

TO:
Commissioner Luis Rimoli
100 W Dania Beach Blvd.
Dania Beach, FL, 33004
954-924-6800

DESCRIPTION	UNIT PRICE	TOTAL
Special Event Application • Special event application fee for the Serving Joy event on 11.3.2025	$150.00	$150.00
	SUBTOTAL	$150.00
	TOTAL DUE	**$150.00**

Make all checks payable to the City of Dania Beach
If you have any questions concerning this invoice, contact Tyrone Cornileus at TCornileus@daniabeachfl.gov or at 954-924-6800 x3733.

Thank you for your business!

The Gratefull Thread
10158 NW 47th Street
Sunrise, Fl 33351
954-572-8383

10/6/2025

Maxine Singh, Chief of Staff to the Mayor and City Commission
msingh@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd, Dania Beach, FL, 33004
Phone: 954.924.6800, x3607

6" BAG CLIP

Style#	Color	INK	Quantity	COST	TOTAL
BC6	ROYAL OR WHITE	WHITE OR BLACK INK	300	$ 1.41	$ 423.00
MAGNET			300	$ 0.15	$ 45.00
SET-UP			1	$ 55.00	$ 55.00
			SHIPPING		$ 39.00
				TOTAL	**$ 562.00**



SERVING JOY

DANIA BEACH GIVES BACK

FEEDING® SOUTH FLORIDA

THANKSGIVING DISTRIBUTION

November 3, 2025
4:00 PM - 6:00 PM

(while supplies last)

P.J. Meli Park

2901 SW 52nd Street
Dania Beach, FL 33312

Join us at P.J. Meli Park for a special food distribution event. Together with our partners, we'll be providing turkeys, sides, and an abundance of produce to our community. This is for residents of Dania Beach only.

Please scan this QR code and complete the form. The information gathered is used by Feeding South Florida® and remains confidential.

Por favor, tome una foto del código de barra y responda a cada una de las preguntas. Esta información es utilizada por Feeding South Florida® y permanece confidencial.

City of Dania Beach
Public Services Memorandum

DATE: 10/28/2025

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Fernando J. Rodriguez, Public Services Director
Sean Schutten, Deputy Public Services Director/City Engineer

SUBJECT: **AUTHORIZATION TO AWARD AND ENTER INTO AN AGREEMENT FOR ITB NO. 25-021 TO HAWKINS INC FOR THE WATER TREATMENT PLANT (WTP) BULK CHEMICAL PURCHASES**

Request:
The Public Services Department (PSD) is requesting authorization to award and enter into an agreement for the ITB No. 25-021 to Hawkins Inc. for bulk chemical purchases for the water treatment plant.

Background:
PSD is seeking to utilize Hawkins Inc. under bid contract (ITB 25-021) for the Water Treatment Plant (WTP) membrane filtration. These chemicals ensure membrane function and assist in binding metals during the treatment process.

ITB 25-021 "Bulk Chemical Purchases for Water Plant." was advertised in Open Gov. Bids were opened publicly on September 5th, 2025, with only one response received.:

1. Hawkins Inc.

Clearflow PT 2536 Corrosion Inhibitor cost = $14.70 per unit (Gallon)
Sodium Hydroxide (50%) cost = $6.25 per unit (Gallon)
Anti-Scalant (AWC A-109) cost = $44.42 per unit (Gallon)
LPC-9 Corrosion Inhibitor cost = $25.04 per unit (Gallon)
Citric Acid cost = $19.10 per unit (Gallon)

After review of the submitted bid, the Bid Committee consisting of Sean Schutten (Deputy Public Services Director), Nate Costa (Water Plant Manager), and Megan Yany (Lead Project Manager) agreed that Hawkins Inc. was well qualified for the City's needs.

Budgetary Impact
Funding will be allocated from the "Operating Supplies Chemicals" G/L Account No. 401-33-

03-533-52-40. Estimated cost is $100,000.00.

Recommendation
PSD recommends the City Commission adopt a resolution to award the ITB 25-021 to Hawkins Inc. in the amount not to exceed $100,000.00

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT WITH HAWKINS WATER TREATMENT GROUP, INC. (D/B/A HAWKINS INC.) RELATING TO THE CITY'S INVITATION TO BID ("ITB") NO. 25-021 ENTITLED, "BULK CHEMICAL PURCHASES FOR WATER PLANT", WHICH AGREEMENT WILL EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00); TO BE VALID EACH YEAR THE CONTRACT IS IN PLACE,; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the water treatment plant uses a membrane filtration system to assist in the water treatment process. This system uses chemicals to keep the filters from being damaged from the raw water supply and to assist with the water quality after filtration. These chemicals are vital for water quality as well as iron and manganese removal; and

WHEREAS, the Public Services Department is requesting that the City Commission authorize the award and enter into an agreement with Hawkins Inc. for ITB No. 25-021 "Bulk Chemical Purchases for Water Plant"; and

WHEREAS, on September 5, 2025, the City received one response to ITB No. 25-021 "Bulk Chemical Purchases for Water Plant"; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold or limitation at Fifty Thousand Dollars ($50,000.00) for a vendor each fiscal year; and

WHEREAS, after review of the submitted bid, the Bid Committee consisting of the Deputy Public Services Director, the Water Plant Manager and the Lead Project Manager agreed that Hawkins Inc. was the best qualified for the City's needs; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the proper City officials to execute an agreement with Hawkins Water Treatment Group, Inc. for "Bulk Chemical Purchases for Water Plant", which Agreement is attached as Exhibit "A" and incorporated into this Resolution by this reference.

Section 3. That funding for this Agreement will exceed the annual vendor threshold of $50,000.00 to be valid each the contract is in place and will be appropriated from the "Operating Supplies Chemicals" Account NO. 401-33-03-533-52-40 and for a total amount of One Hundred Thousand Dollars ($100,000.00).

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Archibald J. Ryan IV	____	____
Commissioner Lori Lewellen	____	____
Commissioner Luis Rim	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND HAWKINS WATER TREATMENT GROUP, INC., FOR THE PURCHASE AND DELIVERY OF BULK CHEMICALS AS FURTHER DESCRIBED IN THE CITY'S INVITATION TO BID ("ITB") NO. 25-021 ENTITLED, "BULK CHEMICAL PURCHASES FOR WATER PLANT. **

This Agreement ("Agreement") is made this _____ day of _____, 2025, by and between CITY OF DANIA BEACH, FLORIDA, a Florida municipal corporation, with its principal office at 100 West Dania Beach Boulevard, Dania Beach, FL 33004 ("City") and HAWKINS WATER TREATMENT GROUP, INC., a Minnesota corporation authorized to do business in Florida, with a principal mailing address of 2381 Rosegate, Roseville, MN 55113 ("Vendor" or "Contractor").

1.0 RECITALS

1.1 The City issued Invitation to Bid (ITB) No. 25-021, "Bulk Chemical Purchases for Water Plant."

1.2 Hawkins Water Treatment Group, Inc. submitted the lowest responsive and responsible bid.

1.3 On October 28, 2025, the City Commission authorized execution of this Agreement and expenditures exceeding $50,000.00 annually.

1.4 The parties desire to formalize their understanding in this Agreement.

2.0 SCOPE OF SERVICES

2.1 Vendor shall furnish and deliver bulk treatment chemicals (including but not limited to sodium hypochlorite, sodium hydroxide, ferric sulfate, sodium permanganate, and other approved treatment chemicals) to the City's Water Treatment Plant, in accordance with ITB No. 25-021 and Hawkins's Bid Form, attached as Exhibit A.

2.2 All products must comply with applicable AWWA, NSF/ANSI Standard 60, and FDACS specifications.

2.3 Deliveries shall be made to: City of Dania Beach Water Treatment Plant, 1201 Stirling Road, Dania Beach, FL 33004. Vendor shall maintain adequate supply to ensure uninterrupted service to the water facility.

3.0 TERM

This Agreement shall commence upon full execution and shall remain in effect through December 31, 2025, with up to two (2) optional one-year renewals upon mutual written consent, subject to annual appropriation and satisfactory performance.

4.0 COMPENSATION

4.1 City agrees to pay Vendor in accordance with the unit prices set forth in Exhibit A (Hawkins Bid Form). The total annual expenditure shall not exceed $100,000.00

4.2 Invoices shall be submitted monthly to the City of Dania Beach Finance Department, Attn: Accounts Payable (ap@daniabeachfl.gov), with a copy to the Public Services Department, Attn: Water Plant Manager.

4.3 Payment shall be made within 30 days of approval, pursuant to the Local Government Prompt Payment Act (F.S. 218.70 et seq.).

5.0 REQUIREMENTS

Vendor shall maintain 24-hour emergency response capability for spill, leak, or contamination events. Vendor shall provide all necessary Safety Data Sheets (SDS) and maintain proper labeling per OSHA HazCom 2012. Deliveries must be made only by certified drivers trained in hazardous materials handling.

6.0 INSURANCE AND INDEMNIFICATION

Vendor shall maintain insurance coverage not less than those required under Exhibit B, including:

- Commercial General Liability – $1,000,000 per occurrence
- Automobile Liability – $1,000,000 combined single limit
- Workers' Compensation – statutory limits
- Pollution Liability – $1,000,000 minimum

City shall be named as additional insured. Vendor shall indemnify and hold harmless the City, its officials, and employees from all claims, damages, or losses arising out of Vendor's negligent acts or omissions.

7.0 TERMINATION

7.1 For Convenience: The City may terminate upon 10 calendar days' written notice.

7.2 For Cause: Immediate termination may occur upon Vendor default or failure to perform.

7.3 Fiscal Non-Appropriation: If funds are not appropriated, the City may terminate without penalty.

8.0 PUBLIC RECORDS COMPLIANCE

Vendor shall comply with Chapter 119, Florida Statutes, and maintain all records related to this Agreement. City's Custodian of Records:

Eloria Riera, MMC – City Clerk,
100 West Dania Beach Boulevard,
Dania Beach, FL 33004,
eriera@daniabeachfl.gov
954-924-9800 x3623.

9.0 INDEPENDENT CONTRACTOR

Vendor is an independent contractor and not an agent or employee of the City.

10.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for all actions shall lie exclusively in the Seventeenth Judicial Circuit, Broward County, Florida.

11.0 MISCELLANEOUS

11.1 Assignment: Prohibited without City's prior written consent.

11.2 Scrutinized Companies: Vendor certifies compliance with F.S. 215.4725 (Boycott of Israel).

11.3 Sovereign Immunity: City's liability is limited by F.S. 768.28.

11.4 Entire Agreement: This document and attached exhibits constitute the full agreement and supersede prior discussions or representations.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:
Hawkins Water Treatment Group, Inc., a Foreign corporation authorized to conduct business in Florida, d/b/a Hawkins, Inc.

_____
Signature

_____
PRINT Name

_____
Signature

_____
PRINT Name

_____
Signature

_____
PRINT Name

_____
Title

Dated: _____, 2025

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025 by _____, as _____of Hawkins Water Treatment Group, Inc., a foreign corporation authorized to conduct business in Florida and d/b/a Hawkins, Inc. He/she is personally known to me or has produced _____as identification.

_____
Notary Public, State of _____

_____
Print Name

My Commission Expires:

CITY OF DANIA BEACH, FLORIDA

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

BULK CHEMICAL PURCHASES FOR WATER PLANT

CITY INVITATION TO BID ("ITB") NO. 25-021

Prepared by:
City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

Thursday, August 7, 2025

Table of Contents

1. NOTICE TO BIDDERS
2. GENERAL TERMS & CONDITIONS
3. SPECIAL CONDITIONS
4. SCOPE OF WORK
5. BID FORM
6. BIDDER SUBMISSIONS

Attachments:

C - Term_Contract_Agreement_(General_or_Professional_Services)_

1. NOTICE TO BIDDERS

CITY OF DANIA BEACH, FLORIDA

INVITATION TO BID FOR

"BULK CHEMICAL PURCHASES FOR WATER PLANT"

25-021

NOTICE IS GIVEN that the City of Dania Beach, Florida (the "City" or "Owner") will be accepting sealed Bids for its "**BULK CHEMICAL PURCHASES FOR WATER PLANT, 25-021**".

Bids will be accepted on the City's e-Procurement Portal at https://procurement.opengov.com/portal/daniabeachfl until Friday, September 5, 2025, at 10:00 am. Bids received after this time will be rejected.

All submissions will remain confidential and exempt from public record disclosure requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained from https://procurement.opengov.com/portal/daniabeachfl/projects/179280.

Bids must be submitted electronically on the City's e-Procurement Portal at https://procurement.opengov.com/portal/daniabeachfl, the City's designated electronic bidding system.

All bid prices shall be guaranteed firm for a minimum of one hundred twenty (120) calendar days after the submission of the bid. No bidder may withdraw a bid within ninety (90) calendar days after the bid opening date.

Pursuant to Florida law, all Bids are exempt public records until thirty (30) days after opening, or award of bid, whichever is sooner. In the event presentations are necessary, all non-presenting bidders will be required to exit the room during the presentations of each of the other bidders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

Bids will be publicly opened and read aloud immediately after the submission deadline on the Bid due date referenced above using RingCentral meeting software, in the presence of the City Clerk or designee on the above stated date. Award of a contract will be made at a subsequent City Commission meeting

All bidders are advised that the City has not authorized the use of the City seal or logo by individuals or entities responding to City bids. Bidders shall demonstrate successful performance of projects of a similar magnitude, scope and value as this project.

The City Commission of the City of Dania Beach reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City, as Owner.

BULK CHEMICAL PURCHASES FOR WATER PLANT
Invitation To Bid ("ITB") No. 25-021

CITY OF DANIA BEACH, FLORIDA
Published on: Thursday, August 7, 2025

2. GENERAL TERMS & CONDITIONS

2.1 NO BIDS OR PROPOSALS

If a Bidder or Offeror does not intend to bid or submit a proposal, please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason.

2.2 CAUSES FOR REJECTION OF A BID OR PROPOSAL

A. No bid or proposal will be considered or accepted that, in the opinion of the City, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. However, the City shall be under no obligation to investigate the correctness of any bid or proposal, and the Bidder or Offeror by signing the bid or proposal shall be deemed to have verified that no errors appear in the bid or proposal as submitted. Any alterations, erasures, interlineations or failures of a bid or proposal to contain all items called for in the solicitation may result in rejection of the bid or proposal.

B. If any Bidder or Offeror violates any provision in the solicitation, such Bidder or Offeror may be disqualified from performing the Project Work, or from furnishing the requested services for which the bid or proposal was submitted, and the Bidder or Offeror may be further disqualified from bidding or submitting proposals on any future bids or proposals for work, for goods, or for services for the City.

2.3 GENERAL CONDITIONS

A. **Purpose**: The purpose of the Invitation to Bid is to establish between the City and the Contractor an agreement to perform the project work.

B. **Documentation**: Bidder shall submit in its bid the following:

1. Evidence that the Bidder is certified and licensed to perform the required services in the State of Florida. The successful Bidder must be in compliance with all applicable laws and regulations;

2. A statement stating the number of years the Contractor has been a qualified provider of the requested services; and

3. A complete Bidder's Questionnaire; it is made a part of and is incorporated into the ITB by this reference.

C. **Bidder Expenses**: Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this ITB. The City and its representatives, agents, consultants and advisors shall not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by any Bidder in preparing and submitting a Bid, or participating in negotiations for a contract, or any other activity related to or arising out of this ITB.

D. **No Contract**: By submitting a Bid and participating in the process as outlined in this ITB, Bidders expressly agree that no contract of any kind is formed under or arises from this ITB prior to the complete signing by both parties of a formal written contract.

E. **Conflict of Interest**: Bidders shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, a Bidder should provide all pertinent information regarding ownership of the entity within forty-eight (48) hours of the City's request.

F. **General Conditions**: The agreement to be awarded will be subject to the provisions of the United States Constitution, Florida laws, statutes and ordinances of the United States of America, the State of Florida, Broward County and the City of Dania Beach.

2.4 SPECIAL CONDITIONS

A. Any and all Special Conditions contained in the solicitation that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

B. The solicitation, Bidder Submissions, Specifications, Attachments, Addendum or Addenda, the legal advertisement of the solicitation and any other pertinent documents form a part of the solicitation, and ultimately, the agreement; all of the documents are made a part of and are incorporated into the solicitation and the awarded agreement.

2.5 PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who, or which has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F. S. for CATEGORY TWO, which is $35,000.00, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. A form to that effect, as mentioned above, must be submitted by the Bidder or Offeror. A copy of the Sworn Statement on Public Entities Crimes can be found in the attachments; a copy is made a part of and is incorporated into the solicitation by this reference.

2.6 PRICES, TERMS ARE TO BE FIRM

A. The Bidder or Offeror warrants by virtue of its Bid or proposal that the prices, terms and conditions contained in the solicitation shall be firm for a period of no less than one hundred twenty (120) calendar days from the date of the solicitation opening.

B. The bid or proposal prices shall include all permit fees, royalties, license fees, taxes and other costs arising from the use of the materials and equipment in any way involved in the Project Work, as well as

all costs of packaging, transporting and delivery of any materials and equipment to the designated location within the City, and the site cleanup.

C. The City may require the addition or deletion of services from the Contractor if the requirements and needs of the City change, in City's sole opinion. This may entail additional services and additional locations. The Contractor shall provide the City with costs for these additional services and additional locations or both, based upon the cost structure utilized in establishing the pricing for listed locations in initially contracted areas. Deletion of locations, services, or both shall be handled in the same manner as described above. If the costs offered are not acceptable to the City, the City reserves the right to procure the additional services from one or more other Contractors.

2.7 PROTECTION OF PROPERTY

A. The successful Bidder or Offeror shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project. The successful Bidder or Offeror shall ensure that the area in which the sidewalks are being replaced that pedestrians, and the general public are not injured nor have access to the area (safety screening) in which work is proceeding.

B. The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.

2.8 TRASH

Contractor shall be responsible for the daily removal of trash and debris from the Project work sites and upon completion of the Project Work.

2.9 INSTRUCTIONS TO BIDDERS

Taxes: The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. This exemption does not transmit to suppliers in their purchases of goods or services, used in work or goods supplied to the City. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

2.10 RETENTION OF RECORDS AND RIGHT TO ACCESS

The successful Bidder or Offeror shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of three (3) years after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained by the City until resolution of audit finding.

2.11 NON-COLLUSION STATEMENT

By submitting a bid or proposal, the Bidder or Offeror affirms that the bid or proposal is without previous understanding, agreement, or connection with any person, business, or corporation and that the bid or proposal is in all respects fair, and made without collusion or fraud. The Non-Collusion Affidavit form must be executed by the Bidder or Offeror; a copy of the form can be found in the Bidders Submissions; it is made a part of and is incorporated into the solicitation by this reference.

2.12 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder or Offeror is unable to provide these items, and feels that the technical specifications are overly restrictive, the Bidder or Offeror must notify the City of Dania Beach in writing immediately. Such notification must be received by the City prior to the deadline contained in the solicitation, for questions of a material nature, at least ten (10) calendar days prior to the solicitation opening date. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to the Bidder or Offeror.

2.13 PUBLIC RECORDS

A. **Bid or Proposal Submissions Shall Become City Property**: All submissions become the property of the City and will not be returned to the Bidder or Offeror. The City will hold all submissions in confidence unless otherwise required by law.

B. **Contractor's Obligations**: Bidders or Offerors should be aware the City is a "public body" as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2) (a), and the related provisions of the Florida Public Records Law. If awarded this project, the following will apply:

   1. **Documents to Be City Property**: Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the City.

   2. **Maintenance of Records**: Bidder or Offeror agrees to keep and maintain public records in Bidder's or Offeror's possession or control in connection with Bidder's or Offeror's performance under the contract. Bidder or Offeror additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Bidder or Offeror shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract, and following completion of the contract until the records are transferred to the City.

   3. **Response to Public Records Requests**: Upon request from the City custodian of public records, Bidder or Offeror shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

4. **Delivery of Records**: Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the Bidder or Offeror shall be delivered by the Bidder or Offeror to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Bidder or Offeror shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the contract, the Bidder or Offeror shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Any compensation due to Bidder or Offeror shall be withheld until all records are received as provided in this solicitation.

5. **Failure to Comply**: Bidder's or Offeror's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the City.

C. **Florida Public Records Law**: Pursuant to Section 119.0701(2) (a), Florida Statutes:

IF THE BIDDER OR OFFEROR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S OR OFFEROR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE BIDDER OR OFFEROR MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Elora Riera, City Clerk
Mailing Address: 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004

Telephone number: 954-924-6800, Ext. 3623
Email: **eriera@daniabeachfl.gov**

2.14 SUCCESSORS AND ASSIGNS

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the agreement. Neither party to the agreement shall assign or subcontract it or any portion of it, without the advance written consent of the other.

2.15 QUALIFICATION OF BIDDERS OR OFFERORS

A. **Bidders' or Offeror's Qualifications**: The Bidder or Offeror shall complete the Questionnaire Section, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder or Offeror to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder or Offeror to be non-responsible.

B. **Certified Financial Statement**: If requested by the Owner, the Bidder or Offeror shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.

C. **Disqualification**: A Bidder or Offeror shall be disqualified and its unopened Bid or Proposal shall be rejected by the City for any one or more of the following reasons:

1. Reason to believe that collusion exists among the Bidders or Offerors.
2. The Bidder or Offeror is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
3. The Bidder or Offeror has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.
4. The submittal of more than one Bid or Proposal from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
5. Untimely bids or proposal shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid or proposal receipt documented by the City Clerk's office shall determine the timeliness of the Bid or Proposal.

D. **Non-responsible Bidder or Offeror** : A Bidder or Offeror may be determined by the Owner to be "non-responsible" once Bids or Proposals are opened, and a Bid or Proposal may be rejected for any one or more of (but not limited to) the following reasons:
Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources.
The Bidder's or Offeror's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.
The appearance of an unbalanced Bid or Proposal, as determined by the Owner.
If the Bidder or Offeror makes one or more false statements or provides false information in connection with any portion of the bidding documents.
If the Bidder or Offeror fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

E. **Non-responsive Bidder or Offeror** : A Bidder or Offeror may be deemed to be non-responsive and a Bid or Proposal may be rejected for any of, but not limited to, the following reasons:

1. If the Bidder or Offeror fails to submit a complete Bid or Proposal, including but not limited to, submitting evidence of all insurance coverages required by the Bid or Proposal and the Contract Documents.
2. If the Bidder or Offeror fails in any way to abide by any of the provisions of the Contract Documents.

2.16 CONTRACTOR'S RELATION TO THE CITY - INDEPENDENT CONTRACTOR

It is expressly agreed upon and understood that the Contractor will be in all respects an independent contractor as to the Project Work, and that the Contractor is in no respect an agent or employee of the City. The agreement will specify the Project Work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor, unless otherwise provided in writing in the agreement. Contractor and its employees are not entitled to any of the benefits that the City provides for City employees.

2.17 EMPLOYEES OF THE CONTRACTOR

A. Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the solicitation. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition.

B. Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

2.18 AVAILABILITY OF FUNDS

The obligations of the City under the awarded agreement will be subject to the availability of funds.

2.19 LICENSES, PERMITS, AND FEES

In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

A. Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**

B. During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.

C. Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.

D. City will reimburse permit fee costs related to dewatering and National Pollutant Discharge Elimination System (NPDES).

2.20 TERMINATION OF AGREEMENT

If the successful Bidder or Offeror who or which is awarded the contract fails to provide the services, or shall in any other manner commit a breach of the agreement and fails to remedy the same within five (5) calendar days after receipt of written notice from the City, the City may terminate the agreement resulting from the solicitation without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

2.21 TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the agreement, or if the Contractor shall violate any of the provisions of the agreement, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the agreement, or as to such part or parts of the agreement for which there has been a default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed services performed by the Contractor under the agreement shall, at the option of the City become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the amount of damages due to the City from the Contractor can be determined. The City reserves the right to terminate the agreement upon thirty (30) calendar days' written notice, without cause.

2.22 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

A. The selected Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

   1. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;

   2. any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the work;

   3. liens, claims, actions made by the Contractor or other party performing the work; and

   4. claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to the Agreement or in an attempt to collect monies due or claimed to be due to the City.

B. **Indemnification for Construction Contracts**. In the event that the performance of services under the Contract is deemed to be a "construction contract" pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

1. To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Contract Documents.

2.23 INSURANCE REQUIREMENTS

BIDDER and their subcontractors, to the extent reasonably applicable to their respective scope of work, provided that, BIDDER shall be responsible for any uninsured claims subject to the limitation of liability hereunder and to the extent directly attributable to City's failure to require such coverage, shall procure and maintain for the duration of the term of the Agreement, insurance coverage compliant with the requirements set forth in this Section, together with any additional insurance required by applicable federal, state, or local laws and regulations, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the BIDDER, its agents, representatives, employees, or subcontractors.

If BIDDER maintains broader coverage and/or higher limits than the minimums shown below for all policies, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the BIDDER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City to the extent necessary to cover any actual damages suffered by the City.

I. Commercial General Liability

Limits of Liability (Minimum)

- Bodily Injury & Property Damage Liability
- Each Occurrence $1,000,000
- Policy Aggregate $2,000,000
- Personal & Advertising Injury $1,000,000
- Products & Completed Operations $1,000,000

Endorsements Required – Include in body of COI and/or Description of Operations

- Annual Aggregate shall apply "Per Project/Job", if available
- Waiver of Subrogation in favor of the City, if available
- Insurance shall apply on a primary and non-contributory basis

- "The City of Dania Beach, Florida" is included as "Additional Insured"
- If Vendor's Insurance includes coverage for with an "As Required By Written Agreement/Contract" provision, then the following must be in place to establish such written agreement and trigger coverage:
    - An executed written contract between the City and Vendor including these requirements; OR
    - Statement on a Purchase Order or Invoice or other attachment thereof which includes the following verbiage:
        - "Vendor will provide proof of General Liability insurance with Limits of $1,000,000 Per Occurrence/$2,000,000 General Aggregate. City is included as Additional Insured."

II. Business Automobile Liability

Limits of Liability (Minimum)

- Bodily Injury and Property Damage
- Combined Single Limit $1,000,000
- Any Auto/Owned Autos or Scheduled Autos
- Including Hired and Non- Owned Autos
- Any One Accident

Endorsements Required - Include in body of COI and/or Description of Operations

- City of Dania Beach included as an Additional Insured if appropriate and available

III. Workers' Compensation / Employers' Liability

A. Workers Compensation Limits: Statutory - State of Florida

- Waiver of Subrogation in favor of City, if available

B. Employers Liability Limits:

- $100,000 for bodily injury caused by an accident, each accident
- $100,000 for bodily injury caused by disease, each employee
- $500,000 for bodily injury caused by disease, policy limit

Workers Compensation must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Contractor(s) must be in compliance with all applicable state and federal workers' compensation laws, including US Longshore and Harbor Workers Compensation Act, Jones Act (maritime), Federal Employers Liability Act (railroad), etc.

In no event shall Vendor be permitted to utilize in the execution of this agreement, the following:

A. any employee, subcontractor or subcontractor employee that is exempted or purported to be exempt from Workers' Compensation insurance coverage; or

B. any employee, subcontractor or subcontractor employees who will be covered by an employee leasing arrangement.

If exception is authorized, Proof of State of Florida Exemption is required for each person providing work under this agreement. Written confirmation/Exemption Form is required for businesses exempt from obtaining Worker's Compensation coverage.

IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

Other Conditions Required:

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

Cancellation Requirements: Required insurance shall *always* be maintained while vendor is on or utilizing City premises. The above policies shall provide the City of Dania Beach with 10 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

Notice Requirements: If an insurable incident occurs while vendor is engaged in a City project, notification to the City is required.

Insurance Carrier Financial Stability Requirements:

Insurance must be provided by companies authorized to do business in the State of Florida. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

The Company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management. If a company is downgraded during the agreement term, Vendor shall notify the City.

Certificates of Insurance/Verification of Coverage: Proof of the required insurance must reflect all required insurance above will be furnished by Vendor to the City of Dania Beach Human Resources Department by Certificate of Insurance within 5 days of notification of award. All certificates (and any required documents) must be received and approved by Human Resources before any work commences to permit Vendor time to remedy any deficiencies.

Valid Certificates verifying coverage is in force as required above must be on file with the City at all times during contract. If the policies renew during the term of the Contract, updated Certificates verifying coverage is in force shall be submitted to the City within 10 days of expiration. Contractor and/or any Subcontractor shall not perform or continue to work pursuant to this agreement, unless all coverages remain in full force and effect; work delay is subject to provisions in this agreement. If vendor fails to provide proof of insurance within 7 days of City's receipt of notice at any time during this agreement, the City shall have the right to consider the agreement breached, and therefore terminated.

A copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

Notices/ Certificate Holder:

City of Dania Beach

100 West Dania Beach Boulevard

Dania Beach, FL 33004

Email: Wayne Fletcher

The City of Dania Beach, Florida reserves the right to review/revise, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein at the time of the insurance submission.

2.24 SAFETY

A. The successful Bidder or Offeror shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The successful Bidder or Offeror shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

B. Bidder or Offeror, by submitting a bid or proposal, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

2.25 WARRANTY

The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be

free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit.

2.26 RESPONSIBLE BIDDER OR OFFEROR

No bid or proposal will be accepted from, nor will any agreement be awarded to, any person or entity who or which is in arrears to the City of Dania Beach upon any debt or agreement, who or which is in default as surety or otherwise upon any obligation to the City, who is deemed irresponsible or unreliable by the City, or who or which has been found guilty or convicted of a Public Entity crime in any federal or state trial court of record.

2.27 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Bidders or Offerors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's or Offeror's social, political, or ideological interests when determining if the Bidder or Offeror is a responsible Bidder or Offeror. Bidders or Offerors are further notified that the City's governing body may not give preference to a Bidder or Offeror based on the Bidder's or Offeror's social, political, or ideological interests.

2.28 CONTRACTOR'S FINANCIAL/EXPERIENCE RECORD

The City shall have the right to investigate the financial condition and experience record of the Bidder or Offeror, and determine to its satisfaction the competency of the Bidder or Offeror to undertake the requested services in the solicitation.

2.29 SOLICITATION PROTEST PROCEDURE

A. After a Notice of Intent to Award a contract is posted, any actual or prospective Bidder or Offeror claiming to be aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 PM on the third (3rd) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and a Bid Protest Bond are timely received by the City Manager's Office.

B. A Bid Protest Bond shall accompany the written protest, to compensate City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check, and shall be the one percent (1%) of the amount of the pending award to the initial successful Bidder or five thousand ($5,000.00) dollars, whichever is less.

C. The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps are to be taken to remedy it.

D. In the event of a timely protest, the City Manager shall stay the award of the Contract unless, after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager determines that the award of the Contract without delay is necessary to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

2.30 LITIGATION

A. In addition to any other provision of this solicitation, the City may, in its absolute discretion, reject a Bid or Proposal if the Bidder or Offeror, or any officer or director of the Bidder or Offeror submitting the Bid or Proposal, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

B. In determining whether or not to reject a Bid or Proposal under this section, the City will consider whether the litigation is likely to affect the Bidder's or Offeror's ability to work with the City, its consultants and representatives and whether the City's experience with the Bidder or Offeror indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder or Offeror.

C. A contract with the successful Bidder or Offeror will include the following:
GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.**

D. All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. If City or Contractor incurs any expense in

enforcing the terms of the Contractor, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

2.31 CONTRACT AWARD AND EXECUTION

A. **Bid or Proposal Opening and Evaluation**: The City will publicly open and announce all bids or proposals it receives by total amount in accordance with the terms of the advertisement. The City will verify all bidders or offerors have properly submitted and executed all required solicitation documents and forms; review all bids or proposals for accuracy; prepare a tabulation of the bids showing the item details and total bid for all responsible bids; check for conformance of all bids or proposals to the engineer's estimate; evaluate unbalanced bid or proposal items; confirm the bid tabulations; and provide a recommendation for award of bid or proposal or recommendation for re-advertisement, if appropriate, to the City Commission.

B. **Rejection of Bids or Proposals**: The City may reject bids or proposals in the following circumstances:

1. where the low bid differs from the engineer's estimate by an unreasonable amount (reasonable conformance pursuant to 23 CFR 635.114(c))
2. where obvious unbalancing of unit prices has occurred, or
3. where competition is considered to be inadequate relative to the size, type, and location of the project.

C. **Prohibition of Negotiations with Contractors or Bidders or Offerors**: Negotiations with contractors are not permitted during the advertisement, award, or execution period of the contracting process.

D. **Contract Award and Execution**: The City will enter into an initial contract of Two (2) years with the option of three (3) one-year renewals with the lowest priced and the most responsive and responsible bidder. If the City is unable to come to terms with the lowest priced and the most responsive and responsible bidder, the City shall initiate the award process with the next lower priced most responsive and responsible bidder, and so on, until a contract is executed.
The City is under no obligation to accept any Bid submitted. The City reserves the right in its sole discretion to waive informalities in, or, at any time in the process and to reject any or all Bids at any time.
All costs incurred in the preparation and presentation of any Bid shall be wholly absorbed by the Bidder. All supporting documentation and manuals submitted with any Bid will become the property of the City of Dania Beach unless otherwise requested by the Bidder at the time of submission.

2.32 CONE OF SILENCE

A. Cone of Silence: Definitions: "Cone of Silence," as used in this solicitation, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or Invitation to Bid ("ITB"), between:

1. a potential vendor, service provider, Bidder or Offeror, bidder, lobbyist, or consultant, and:

2. a City Commission member, City's professional staff including, but not limited to, the City Manager and her staff, or any member of the City's Selection Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this solicitation upon the advertisement of the solicitation. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes a written recommendation of award to the City Commission. However, if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

1. Oral communications at pre-bid or pre-proposal conferences;
2. Oral presentations before the Selection Committee;
3. Public presentations made to the City Commission members during any duly noticed public meeting;
4. Communications in writing at any time with any City employee, unless specifically prohibited by the solicitation. The Bidder or Offeror shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
5. Communications regarding the solicitation between a potential vendor, service provider, Bidder or Offeror, lobbyist or consultant and the City's Procurement and Contract Services Agent or City employee designated as responsible for administering the procurement process for the solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
6. Communications with the City Attorney and his staff;
7. Duly noticed site visits to determine the competency of a Bidder or Offeror regarding the solicitation during the time period between the opening of Bids or Proposals and the time the City Manager makes a written recommendation;
8. Any emergency procurement of goods or services pursuant to City Code;
9. Responses to the City's request for clarification or additional information;
10. Contract negotiations during any duly noticed public meeting;
11. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, Bidder

or Offeror, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Bidder or Offeror shall render any solicitation award or contract to the Bidder or Offeror voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this solicitation, violation of any provision of this section by a City employee may subject the employee to disciplinary action.
Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

3. SPECIAL CONDITIONS

3.1 INTERPRETATION AND CLARIFICATION OF BIDDING DOCUMENTS

A. All questions requiring interpretation or clarification of the bidding documents shall be submitted to the project's Q&A in the portal **by NO VALUE at NO VALUE.** Questions received after this time will not be addressed.

B. For information pertaining to this ITB, Bidders shall submit questions to the portal. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or Proposal procedures will be transmitted only by written addendum.

C. Interpretations or modifications of the bidding documents made in any manner other than Addendum or Addenda issued by the City shall not be binding and shall have no effect.

D. The Bidder, prior to submitting a bid, shall acknowledge any Addendum or Addenda issued by the City for this Project.

E. Costs for those matters not questioned and not addressed in an Addendum or Addenda, shall be the responsibility of the Bidder, and Bidder shall be responsible to include such costs within the submitted Bid.

F. **Bidders shall use the Bid Document Forms furnished in the ITB**.

G. In the event of a mathematical error in the extension of any unit price, or addition of total price, the unit price shall prevail.

H. **Insurance Coverage**: Bidders who are responding to the Invitation to Bid ("ITB") **MUST** comply with all of the Insurance Requirements specified in the General Terms and Conditions of the Bid Documents and the Agreement upon award to the successful Bidder.

3.2 BID SECURITY

A. **Bid Security**: Bid security is not required.

3.3 FLORIDA TRENCH SAFETY ACT

The Bidder shall include with its Bid, when applicable, all documentation required by the Florida "Trench Safety Act", Section 553.63, Florida Statutes. The unit prices and total prices presented in the Bid, and those presented in any subsequent change orders shall include the Bidder's cost for compliance with the applicable trench safety standards.

3.4 QUALIFICATION OF BIDDERS

A. **Bidders' Qualifications**: The Bidder shall complete the Bidders' Questionnaire Section, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder to be non-responsible.

B. **Certified Financial Statement**: If requested by the Owner, the Bidder shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.

C. **Disqualification**: A Bidder shall be disqualified and its unopened Bid shall be rejected by the City for any one or more of the following reasons:

1. Reason to believe that collusion exists among the Bidders.
2. The Bidder is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
3. The Bidder has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.
4. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
5. Untimely bids shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid receipt documented by the City Clerk's office shall determine the timeliness of the Bid.

D. **Non-responsible Bidder**: A Bidder may be determined by the Owner to be "non-responsible" once Bids are opened, and a Bid may be rejected for any one or more of (but not limited to) the following reasons:
Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources.
The Bidder's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.
The appearance of an unbalanced Bid, as determined by the Owner.
If the Bidder makes one or more false statements or provides false information in connection with any portion of the bidding documents.
If the Bidder fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

E. **Non-responsive Bidder**: A Bidder may be deemed to be non-responsive and a Bid may be rejected for any of, but not limited to, the following reasons:

1. If the Bidder fails to submit a complete Bid, including but not limited to, submitting evidence of all insurance coverages required by the Bid and the Contract Documents.
2. If the Bidder fails in any way to abide by any of the provisions of the Contract Documents.

3.5 BILLING PROCEDURE

The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Public Services Department
Attn: Fernando Rodriguez, Director
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

The City will pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to adjustments as provided in the Contract Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Contract amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Contract. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

4. SCOPE OF WORK

4.1 SCOPE

A. The City of Dania Beach, Florida (the "City" or "Owner"), is actively seeking bids from qualified Contractors (the "Contractor"), for a project known as **"BULK CHEMICAL PURCHASES FOR WATER PLANT".** The purpose of this solicitation is for the purchase and delivery of bulk chemicals needed at the City of Dania Beach's Drinking water plant.

1. **Work Included** These chemicals include Corrosion Inhibitor's, Sodium Hydroxide, anti-sealant and citric acid. It shall be the responsibility of each firm to assure compliance with any Occupational Safety and Health Administration, (OSHA), Environmental Protection Agency (EPA), National Safety Foundation International (NSF) and any other Federal, State, and/or Local rules, regulations, or other requirements, as each may apply. Where American Water Works Association (AWWA) Standards are applicable to any chemical listed herein, the same shall be in compliance with the latest revisions thereof. Florida Statutes, Chapter 442 Right-to Know Law, mandates on-site Safety Data Sheets (SDS) for all toxic substances. All firms are requested to submit SDS with their bids.
2. **Delivery Requirements** The supplier shall be responsible for pumping all mini-bulk deliveries into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, pumps, etc. required to safely and efficiently offload the chemicals into designated storage tanks. **Due to the amount of product needed per delivery and connections associated with the mini-bulk tank, all chemicals must be delivered by tote and not by tanker trucks.** Suppliers shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the incorrect storage tank(s). Delivery personnel must check with water plant staff prior to making any connection to the district's tanks or beginning the delivery of any chemical. Delivery and billed quantities will be verified by Dania Beach staff based on level indications and corresponding amounts delivered. The supplier shall be responsible for inspecting Dania Beach fill lines and equipment before filling. Vendor shall bear all expenses associated with any remedial activities caused by incorrect transfers.
    a. The supplier shall be responsible for any spills resulting from the failure of its delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance should require at minimum, a delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. Dania Beach reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or experiencing chemical leaks.
    b. It is the supplier's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of chemicals

shall be supplied by the Supplier and shall be clean and free from contaminating material. Dania Beach may reject a load if the equipment is not properly 20 cleaned. The Supplier's personnel shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. They shall take immediate and appropriate actions to clean up any spilled chemical. If the spill is not cleaned up, Dania Beach will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the supplier and deducted from any amount due.

c. Because of security and safety concerns, all delivery vehicle drivers shall have a proper commercial driver's license with a Hazardous Material endorsement. Supplier's drivers shall display their driver's license whenever challenged by Dania Beach during the delivery. Failure to show proper license shall result in rejection of delivery and subsequent possible termination of the Suppliers supply agreement. If a driver does not comply with the rules established by Dania Beach for proper conduct, Dania Beach reserves the right to restrict that driver from making deliveries to the City. In that case, the Supplier must assign a new driver to Dania Beach's account.

d. Delivery shipments shall be rejected which fail to meet any of the requirements of the Specification. In the event a delivery shipment is rejected, upon notification to the supplier that the shipment is rejected, they will be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the specification with in the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

3. **Emergency Deliveries and Responses** It is mandatory that the successful supplier have the resources in place to assure an emergency response time of no more than four (4) hours for any chemical at any time Dania Beach requests an emergency delivery be made. This requirement must be met 24/7 on weekends and all holidays. Additionally, supplier shall provide emergency response assistance for any chemical provided, such as SARA Title III, including but not limited to, Sec. 303 through Sec. 304. Supplier shall always be available to render assistance via phone and onsite assistance within 1 hour to render technical and physical assistance as needed. Supplier shall have on hand a sufficient neutralizing agent to render physical assistance as needed to address any release for product supplied. Supplier shall also render technical assistance to any Emergency personnel needed in a hazmat situation. Notifications to SWP and NRC shall be conducted by the City of Dania Beach.

4. **Product Material Requirements and Specifications**

   a. **Clearflow PT 2536 Corrosion Inhibitor**

      i. Minimum Delivery: 75 gallons

      ii. Estimated Annual Usage: 1200 gallons mini-bulk

iii. Special Delivery Requirements: Without exception, the delivery containers shall be properly labeled and the label shall indicate the mark of the certifying agency ensuring that the product as delivered to the tank has an unbroken chain of custody and is certified to be in total compliance with ANSI/NSF Standard 60 for drinking water. Product shall be pumped into the bulk tanks with an electric pump; use of pressurized air to offload is not acceptable due to danger of overfilling and damage to the tanks.

iv. Description: Product must be certified by an accredited agency to meet all the requirements of ANSI/NSF standard 60 as delivered at the District's facility and approved for use in potable water under rule 555.325 F.A.C. Must comply with AWWA standards 502-05 through 505-05 as applicable.

v. Product shall be free of any inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the corrosion inhibitor

vi. Physical Properties: Liquid, clear in color. During manufacturing, the product shall be final filtered two times using a 1-micron filter and shall have no contamination by visual observation.

b. **Sodium Hydroxide (Caustic Soda) – 50% Aqueous Solution**

i. Minimum Delivery: 250 gallons bulk

ii. Estimated annual usage: N/A gallons

iii. Special Delivery Requirements: Without exception, the delivery container shall be properly labeled and the label shall indicate the Mark of the certifying agency insuring that the product as delivered to the tank has an unbroken chain of custody and is certified to be in total compliance with ANSI/NSF Standard 60 for drinking water. Sodium Hydroxide shall be pumped into the bulk tanks with an electric pump; use of pressurized air to offload is not acceptable due to danger of overfilling and damage to the tanks

iv. Description: Commercial Grade approved for use in potable water under Rule 555.325 F.A.C. and certified as being in compliance with AWWA Standard B501- 08. The 50% product shall have a SPG of 1.52 – 1.54.

c. **Anti-Scalant (AWC A-109) (Proprietary blend containing Organophosphonic Acids)**

i. Minimum Delivery: 275 gallons bulk

ii. Estimated annual usage: 825 gallons mini-bulk

iii. Special Delivery Requirements: Without exception, the delivery container shall be properly labeled and the label shall indicate the Mark of the certifying agency insuring that the product as delivered to the tank has an unbroken chain of custody and is certified to be in

total compliance with ANSI/NSF Standard 60 for drinking water. Anti-Scalant shall be pumped into the bulk tanks with an electric pump; use of pressurized air to offload is not acceptable due to danger of overfilling and damage to the tanks.

iv. Description: Commercial Grade approved for use in potable water under Rule 555.325 F.A.C. and certified as being in compliance with AWWA Standard B501- 08.

v. Physical Appearance: Product shall be Clear, colorless to light yellow liquid. With a characteristic odor. Anti-scalant is completely soluble in water, has a specific gravity of 1.2 ± 0.05 and a pH of 2.5 ± 0.05.

d. **LPC-9 Corrosion Inhibitor**

i. Minimum Delivery: 330 gallons

ii. Estimated Annual Usage: 1000 gallons mini-bulk

iii. Special Delivery Requirements: Without exception, the delivery containers shall be properly labeled and the label shall indicate the mark of the certifying agency ensuring that the product as delivered to the tank has an unbroken chain of custody and is certified to be in total compliance with ANSI/NSF Standard 60 for drinking 23 water. Product shall be pumped into the bulk tanks with an electric pump; use of pressurized air to offload is not acceptable due to danger of overfilling and damage to the tanks.

iv. Description: Product must be certified by an accredited agency to meet all the requirements of ANSI/NSF standard 60 as delivered at the District's facility and approved for use in potable water under rule 555.325 F.A.C. Must comply with AWWA standards 502-05 through 505-05 as applicable.

v. Product shall be free of any inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the corrosion inhibitor.

vi. Physical Properties: Liquid, clear in color. During manufacturing, the product shall be final filtered two times using a 1 micron filter and shall have no contamination by visual observation

e. **Citric Acid**

i. Minimum Delivery: 1 tote

ii. Estimated annual usage: 200 gallons mini-bulk

iii. Product must be delivered container used for storing chemical (totes)

iv. Physical Appearance: Citric acid is liquid with an acidic taste. The solid has density of 1.66 g/mL, melting point of 153 °C and boiling point of 175 °C. It is highly soluble in water to give an acidic, sour tasting solution.

5. **Clean Tank Guarantee -** At any time during the performance of this agreement if Dania Beach finds any sludge or other impurity buildup in any of its chemical tanks, the supplier shall clean out the tank at no charge to Dania Beach. Temporary chemical storage must be provided by the supplier to continuous operation. The cleanout should be done in such a matter so that it is done in accordance with applicable regulations on disposal of hazardous wastes. The supplier shall submit a procedure to Dania Beach for approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the sole discretion of the City. When the tank has been properly cleaned, the supplier shall refill the tank with clean, fresh chemical at no additional cost. Failure of the supplier to clean out the tank and replace the chemical within seven (7) days after being served notice shall be cause for immediate termination of the supply agreement between The City of Dania Beach and the supplier.

6. Occupational Health and Safety

   a. **Supplier Safety Requirements**

      i. Supplier's safety procedures must ensure that delivery personnel comply with all OSHA requirements, including personal protective equipment for Supplier delivery personnel.

      ii. Supplier delivery personnel must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of Supplier delivery personnel to contain leaks and to report any and all spills.

   b. **Safety Data Sheets**

      i. In compliance with Chapter 442 Florida Statutes, any chemical delivered by the supplier, must be accompanied by a Safety Data Sheet (SDS). The SDS must be maintained by the user agency and include the following information.

      ii. The chemical name and the common name of the toxic substance

      iii. The hazards and other risks in the use of the toxic substance, including:

         - The potential for fire, explosion, corrosivity and reactivity.
         - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substances, and the primary routes of entry and symptoms of overexposure.
         - The primary routes of entry and symptoms of overexposure.

- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal and first aid.
- A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- **Any questions regarding this requirement shall be directed to:** Department of Labor and Employment Security Bureau of Industrial Safety and Health Toxic Waste Information Center 2551 Executive Center, Circle West Tallahassee, Florida 32301-5014 Phone: 800/367-4378

c. **Emergency Plan of Action and Safety Training**

i. Should a spill or leak occur, caused by supplier's personnel, equipment or method of delivery, supplier shall immediately notify Dania Beach and comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Material Emergency Response and Community Right to Know Act of 1988, chapter 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State rules and regulations regarding Supplier caused by spills or releases shall be the sole responsibility of Supplier. The supplier shall have on hand a sufficient neutralizing agent to render physical assistance as needed to address any release for products supplied. The supplier shall render technical assistance to Emergency personnel as need in a hazmat situation. Notifications to the SWP and NRC shall be conducted by Dania Beach. The supplier shall indemnify and hold Dania Beach harmless for any failures to properly report and /or comply with this provision. In addition, supplier shall bear all expenses of spills.

ii. As part of its Emergency Preparedness Planning and Spill Response Plan, supplier shall submit and provide a current and updated list of 24-hour access phone numbers of at minimum three people who are employed by, or are under contract to, provide assistance in emergency situations. The list shall include the names, positions, and are of specialty. It should include Chemists, Engineers, Certified Safety and Spill a response personnel, and General Management personnel with experience in dealing with chemical emergencies. The list shall include home, cell, and office phone numbers so that they can be reached to provide emergency support services on a 24/7 basis in the event of a spill, equipment failure or other emergency.

d. **Safe Handling Training**

i. The supplier shall provide an appropriate safe handling training course for any chemical that it supplies within the first month of the contract, to all current Dania Beach operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period. The supplier shall provide this assistance at no charge to Dania Beach.

e. **Technical Assistance**

i. The supplier shall provide technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge's produced by the application of its chemicals in the water treatment process. The supplier shall provide this assistance at no charge to Dania Beach.

A. By submitting a bid, the Bidder acknowledges that he, she, or it is familiar with the scope of services prior to submitting a bid. Failure of a Bidder to be familiar with the requirements of the Project Work does not relieve the Contractor of the responsibility for completion of all required services for the Project.

B. It shall also be the Bidder's responsibility to visit the proposed Project Site to become thoroughly familiar with the nature and extent of the Work to be performed and all local existing site conditions, and to make his or her own estimate of the facilities and difficulties attending the execution of the Work; no allowance shall be made by the Owner for the Bidder's failure to do so.

C. Bids will be considered if submitted by qualified Contractors who or which have experience, including similar previous work in the provision of the requested services. Contractors offering full service will receive the highest consideration.

D. **Applicants should include the following items in the submitted Bid:**

1. Letter of Transmittal;
2. Anticipated time line to begin delivery of services;
3. A breakdown of the costs for the delivery of services described above.
4. Résumés of key personnel who will actually be assigned to the Project Work and a description of the role of each person within the company.
5. **NOTE:** The City expects those personnel listed to be those who will be actually performing the Project Work. Substitutions (Contractors only) will be permitted only upon written approval of the City's representative or designee who is in charge of the Project.
6. A list of five (5) similar projects performed in South Florida (see the BIDDER SUBMISSIONS) and it includes the following information:

a. Name of each entity for which the work was performed;

b. Brief description of the scope of work;

c. Amount of initial contract award; and

d. Name of contact person and contact information with the entity who can knowledgeably discuss your company's performance.

7. Indication that the Contractor can provide increased levels of service (additional hours) at the same cost per hour; and

8. Any other information that the Contractor feels is relevant to assist the City in evaluating Contractor's qualifications.

9. The City intends to award an agreement to the lowest, responsive, responsible Bidder for the requested services specified in the ITB, taking into consideration experience, staffing, equipment, materials, references and past performance. The City reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City. In case of disputes in the award of the agreement, the decision of the City shall be final and binding on both parties.

10. If the Bidder to whom or to which an award is made fails to enter into an agreement, the award may be annulled and the agreement offered to the next most qualified Bidder or to the Bidder which offered the next lowest, responsive and responsible bid in the opinion of the City. **THE CONTRACTOR AND ANY SUBCONTRACTOR(S) SHALL NOT COMMENCE WORK ON THE PROJECT UNTIL AN AGREEMENT HAS BEEN FULLY EXECUTED BY BOTH** PARTIES.

4.2 Important Instructions for Electronic Submittals

The City of Dania Beach is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov Procurement by signing up at https://procurement.opengov.com/signup. Once you have completed account registration, browse back to this page, click on "Draft Response", and follow the instructions to submit the electronic bid.

5. BID FORM

Quantity shown below is only an estimate of the amount of each chemical to be delivered over a twelve (12) month time period. The City makes no guarantee of any minimum amount to be delivered to the plant during the contract time period.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Clearflow PT 2536 Corrosion Inhibitor	1,200	Per Gallon		
2	Sodium Hydroxide (50%)	250	Per Gallon		
3	Anti-Scalant (AWC A-109)	825	Per Gallon		
4	LPC-9 Corrosion Inhibitor	1,000	Per Gallon		
5	Citric Acid	200	Per Gallon		

6. BIDDER SUBMISSIONS

1 BIDDER QUALIFICATIONS

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the City of Dania Beach and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the successful Bidders in the sole opinion of the City of Dania Beach can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms or conditions that are in conflict, the most stringent requirement shall apply.

1.1 Authorized representative contact information?*
Please include the name, title, phone and email of the authorized representative

*Response required

1.2 Entity type?*
☐ Corporation
☐ Partnership
☐ Individual
☐ Other (specify below)
*Response required

1.3 If you selected other please specify:

1.4 If you selected corporation please enter date of incorporation and state in which incorporated:

1.5 If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State
☐ Please confirm

1.6 Please include the name and title of Principal Officers and the date they were elected:*
*Response required

1.7 How many years has your organization been in business?*
Enter years

*Response required

1.8 The length of time (continuous) in business in Florida:*
Enter years

*Response required

1.9 Please upload a copy of a county or municipal Business Tax Receipt*
*Response required

1.10 Please upload the Resumes of key personnel who will be assigned to Project Work and a description of the role of each person within the company*
*Response required

1.11 Have you ever failed to complete any work awarded to you?*
☐ Yes

☐ No

*Response required

When equals "Yes"
1.11.1 If yes, please explain below*
*Response required

1.12 Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?*

☐ Yes
☐ No

*Response required

When equals "Yes"
1.12.1 If yes, please explain below*
*Response required

1.13 Within the last five years, have you ever had a performance, payment or bid bond called?*

☐ Yes
☐ No

*Response required

When equals "Yes"
1.13.1 If yes, please explain below*
*Response required

1.14 Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?*

☐ Yes
☐ No

*Response required

When equals "Yes"
1.14.1 If yes, please explain below*
*Response required

1.15 Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?*

☐ Yes
☐ No

*Response required

When equals "Yes"

1.15.1 If yes, please explain below*
*Response required

1.16 Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than $100,000?*

☐ Yes
☐ No

*Response required

When equals "Yes"

1.16.1 If yes, please explain below*
*Response required

1.17 Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?*

☐ Yes
☐ No

*Response required

When equals "Yes"

1.17.1 If yes, please explain below*
*Response required

1.18 Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted or fined for any criminal activity within the last five years?*

☐ Yes
☐ No

*Response required

When equals "Yes"

1.18.1 If yes, please explain below*
*Response required

1.19 Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?*

☐ Yes
☐ No

*Response required

When equals "Yes"

1.19.1 If yes, please explain below*
*Response required

1.20 Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?*

☐ Yes
☐ No

*Response required

When equals "Yes"
1.20.1 If yes, please explain below*
*Response required

1.21 Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.*

☐ Yes
☐ No

*Response required

When equals "Yes"
1.21.1 If yes, please explain below*
*Response required

1.22 Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest?*

☐ Yes
☐ No

*Response required

When equals "Yes"
1.22.1 If yes, please explain below*
*Response required

2 Commercial/Government References

Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years

2.1 Reference 1*
Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.2 Reference 2*
Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.3 Reference 3*
Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.4 Reference 4*
Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.5 Reference 5*
Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

3 BIDDER'S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

3.1 List below all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.*
*Response required

3.2 Have you personally completed a plan for performance of the work?*
*Response required

3.3 Have you ever failed to complete work awarded to you?*
☐ Yes
☐ No

*Response required

When equals "Yes"
3.3.1 If so, when, where and why?*
*Response required

3.4 What equipment do you own that is available for work?

3.5 Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity?*
*Response required

3.6 How many employees (Contractors only) will be assigned to perform the services?*
*Response required

3.7 How many supervisors will be assigned to perform the services?*
*Response required

3.8 Will personnel be part of a regular crew assigned to perform the services? *
☐ Yes
☐ No

*Response required

3.9 Will you be able to provide service for emergency situations? *

☐ Yes

☐ No

*Response required

When equals "Yes"

3.9.1 If so, how much notice is required?*

*Response required

3.10 What equipment do you own that is available to complete the Project?*

EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS AND SHIELDS INSTALLED AND FUNCTIONING AT THE TIME OF WORK.

*Response required

3.11 Please attach copies of any licenses, awards, certificates, etc., that you may have.

4 REQUIRED FORMS

4.1 Will you be utilizing Surety2000 Bid Bond verification?*

Select no if uploading your bid bond

☐ Yes

☐ No

*Response required

When equals "Yes"

4.1.1. Surety2000 Bid Bond*

Please enter your Bid Bond information from Surety2000 below.

*Response required

When equals "No"

4.1.2 Bid Security*

Please download the below documents, complete, and upload.

- BID_BOND.pdf

*Response required

4.2 DRUG-FREE WORKPLACE CERTIFICATION*

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

D. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

By confirming I certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in letters (A) through (F) above.

☐ Please confirm

*Response required

4.3 Affidavit of Compliance with Anti-Human Trafficking Laws*
Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- Anti-Human_Trafficking_Exhi...

*Response required

4.4 Sworn Statement Under 287.133 3A Florida Statutes Public Entity Crimes*
Please download the below documents, complete, and upload.

- Public_Entity_Crimes_Statem...

*Response required

4.5 Non-Collusion Affidavit*
Please download the below documents, complete, and upload.

*Response required

4.6 Independence Affidavit*
Please download the below documents, complete, and upload.

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Clearflow PT 2536 Corrosion Inhibitor	1200	Per Gallon	$14.70	$17,640.00
2	Sodium Hydroxide (50%)	250	Per Gallon	$6.25	$1,562.50
3	Anti-Scalant (AWC A-109)	825	Per Gallon	$44.42	$36,646.50
4	LPC-9 Corrosion Inhibitor	1000	Per Gallon	$25.04	$25,040.00
5	Citric Acid	200	Per Gallon	$19.10	$3,820.00

City of Dania Beach
Parks & Recreation Memorandum

DATE: 10/28/2025

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Cassi Waren, Director of Parks & Recreation

SUBJECT: Authorizing the award of RFP 25-023 for Frost Park Sports Court Conversion Project to Merrick Industrial Management Corporation in the amount of One Hundred Seventy-Six Thousand One Dollars ($176,001.00).

Request:
The Parks and Recreation Department is requesting the adoption of a resolution authorizing the award of RFP 25-023 for Frost Park Sports Court Conversion Project to Merrick Industrial Management Corporation in the amount of One Hundred Seventy-Six Thousand One Dollars ($176,001.00).

Background:
Pursuant to Resolution No. 2025-149, adopted on September 25.2025, the
City Commission authorized the City Administration to begin contract negotiations with the top ranked firm, Merrick Industrial Management Corporation, related to RFP No. 25-023 entitled "Frost Park Sports Court Conversion Project".

Administration has agreed to the services of Merrick Industrial Management Corporation in the amount of One Hundred Seventy-Six Thousand One Dollars ($176,001.00) minus Owner Direct Purchase tax savings.

Budgetary Impact
That funding is available within the Frost Park General Fund Infrastructure Improvements Account No. 001-72-05-572-63-10.

Recommendation
It is recommended that the City Commission adopt the resolution authorizing the award of RFP 25-023 for Frost Park Sports Court Conversion Project to Merrick Industrial Management Corporation in the amount of One Hundred Seventy-Six Thousand One Dollars ($176,001.00).

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH MERRICK INDUSTRIAL MANAGEMENT CORPORATION FOR REQUEST FOR PROPOSALS ("RFP") NO. 25-023, ENTITLED "FROST PARK SPORTS COURT CONVERSION PROJECT"; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2025-149, adopted on September 25.2025, the City Commission authorized the City Administration to begin contract negotiations with the top ranked firm, Merrick Industrial Management Corporation, related to RFP No. 25-023 entitled "Frost Park Sports Court Conversion Project"; and

WHEREAS, the City Administration recommends approval of the Agreement which is attached as "Exhibit A" and is made a part of and incorporated into this Resolution by this reference, in the amount of One Hundred Seventy-Six Thousand One Dollars ($176,001.00).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute an Agreement with Merrick Industrial Management Corporation for Frost Park Sport Conversion Project in the amount of One Hundred Seventy-Six Thousand One Dollars ($176,001.00).

Section 3. That funding is available within the Frost Park General Fund Infrastructure Improvements Account No. 001-72-05-572-63-10.

Section 4. That Owner Direct Purchases well be made, whenever possible, for tax savings purposes.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____ _____

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____

EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT ("Agreement") dated _____, 2025, between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Merrick Industrial Management Corporation ("Contractor") a Florida corporation with a mailing address of 7995 NW 110 Drive, Parkland, Florida 33076.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree as follows:

1. Definitions.

City. The City of Dania Beach, Florida.

City Code. The City of Dania Beach Code of Ordinances.

Force Majeure: Any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental actions.

Governmental Approvals: All governmental and quasi-governmental approvals from applicable city, county and other agencies and authorities required to develop the Property, including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approvals, plat approvals and recordation, public dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development of any Improvements at the Property (and the expiration of all appeal periods with respect thereto), modification or vacation of easements or both, and other matters pertaining to the Property.

Governmental Authority. Any federal, state, county, municipal or other governmental department, entity, authority, commission board, bureau, court, agency, or any instrumentality of any of them now existing or hereafter created, having jurisdiction over the Property or any portion thereof.

Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, order, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued. Contractor shall comply with all Governmental Requirements applicable to the operations and Property, including, without limitation, those prohibiting discrimination by reason of race, color, religion, sex, marital status, sexual orientation, gender identity, national origin, or handicap in the development, construction, management, Agreement, use, occupancy of the operation and Property or any portion thereof.

Work. The labor and materials required to complete the construction of the Improvements on the Property, and any related buildings or structures not located on the Property, in a good and workmanlike manner in accordance with the Plans and all applicable Governmental Requirements.

2. Scope of Services. The Contractor shall furnish all labor, materials, supervision, equipment, and incidentals required to complete the Frost Park Sports Court Conversion Project, located at 100 W Dania Beach Blvd., Dania Beach, Florida 33004, in accordance with RFP No. 25-023 and Contractor's submitted proposal, both of which are incorporated herein by reference as Exhibit "A". The Work includes resurfacing of two (2) tennis courts, conversion of one (1) tennis court into six (6) pickleball courts, resurfacing of one (1) full-size basketball court, and installation of fencing, pathways, and related site improvements.

3. Subcontracts. Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in this Agreement. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition.

4. Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

4.1 Code Related Inspections. The Contractor recognizes that the City of Dania Beach, Development Services Department, is a department within the City of Dania Beach, separate and apart from the City of Dania Beach's Engineering Department, that is charged with the inspection of improvements to real property for code compliance. If it is ultimately determined by the Architect and City that such delay was not the result of Contractor's failure to comply with the Agreement Documents, the Contractor may be entitled to make a claim for extension of Agreement Time in accordance with the terms of the Agreement.

4.2 Cooperation With Others. City and other contractors may be working at the site during the performance of this Agreement. Contractor shall fully cooperate with the City, City's designated Representative, and other separate contractors City may require that certain facilities be used concurrently by Contractor and other parties, and Contractor. The City shall provide for coordination of the activities of the City's own forces, and of each separate contractor, with the Work of the Contractor, who shall cooperate and participate with other separate contractors and the City in reviewing their construction schedules.

4.3 The below listed documents are to be used by the Contractor and City during the administration of this Agreement. Contractor shall maintain logs for Items A-K and provide to City monthly.

A. Request for Information
B. Field Instruction
C. Field Bulletin
D. Construction Change Proposal
E. Change Order
F. Construction Change Directive
G. Submittal Transmittal
H. Deficiency Report
I. Non-Conformance Report
J. Contractor's Daily Report
K. Substitution Report

4.4 Coordination And Correlation Of Drawings And Specifications. Contractor shall not be liable to the City for damages or costs resulting from errors, omissions, or inconsistencies in the Agreement Documents, or for differences between field conditions and the Agreement Documents, unless the Contractor recognized the issue and knowingly failed to report it to the City. Contractor shall have the right to rely on the completeness and accuracy of information, and other Agreement Documents provided by the City or Design Consultants.

4.5 Agreement Interpretation. All claims of Contractor, and all questions the Contractor may have relating to interpretation or clarification of this Agreement, or its acceptable fulfillment shall be submitted immediately, in writing, to City for resolution. City, or its representatives, will render its determination concerning such resolution within an appropriate period, not to exceed five (5) calendar days, unless additional time is needed due to the novelty or complexity of the interpretation or clarification requested, which determination shall be considered final and conclusive unless Contractor files a timely written protest pursuant, as a Dispute. The Contractor's written protest shall state clearly and in detail the basis thereof, and the relief it seeks, if any. City will consider Contractor's protest and render its decision thereon within five (5) calendar days If Contractor does not agree with the City's decision, the Contractor shall immediately deliver written notice to that effect to the City. If questions of interpretation are not responded to by the Architect or City within the time frame above, and in a manner so as not to impede the natural progress of the Work as scheduled, and such delay impacts the critical path of the Work, Contractor shall be entitled to adjustment in the performance time as its exclusive remedy. Contractor is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expenses arising from its failure to do so. Contractor's failure to protest City's determinations, instructions, clarifications or decisions within five (5) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicially or otherwise.

5. Date Of Commencement And Substantial Completion

5.1 The Date of Commencement is the date from which the Contract Time is measured and shall be the later of (a) the issuance of all permits required for the Work and (b) the date set forth

in the Notice to Proceed. Should the Contractor incur costs prior to the issuance of the NOTICE TO PROCEED, any such costs shall be incurred at the Contractor's risk. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Contract for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the DATE OF COMMENCEMENT, City may terminate the Contract.

5.2 The Contractor shall achieve Substantial Completion not later than one hundred fifty (150) calendar days, and Final Completion of the entire Work not later than one hundred eighty (180) calendar days, each commencing on the Date of Commencement defined in §5.1, and shall be the later of (a) the issuance of all permits required for the Work and (b) the date set forth in the Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

6. Contract Amount

The total contract amount shall be One Hundred Seventy-Six Thousand One Dollars ($176,001.00), inclusive of labor, materials, and overhead, but exclusive of Owner Direct Purchases, which may be executed by the City for tax savings purposes.

7. Payment Terms

7.1 Payment shall be made in accordance with Chapter 218, Florida Statutes ("Local Government Prompt Payment Act"), upon receipt and approval of invoices, in the following schedule:

- 40% upon project commencement and asphalt placement
- 30% upon completion of surfacing work; (patching + resurfacer coat).
- 20% upon final painting and striping;
- 10% upon final acceptance by the City.

All payments are contingent on City inspection and approval of completed milestones.

7.2 Any necessary additional work, as determined by City, which is not covered by the approved written proposal, shall not be undertaken without a written amendment to this Agreement executed by both parties in advance of any work.

8. Exhibits Incorporated

The following documents are attached and made part of this Agreement:
- Exhibit A – Contractor's Response to RFP No. 25-023 (Scope of Work and Pricing)
- Exhibit B – Bid Proposal by Custom Pickleball Courts, LLC (subcontractor proposal)
- Exhibit C – Performance and Payment Bonds
- Exhibit D – Insurance Certificates and Endorsements

8.1 Contractor shall submit its invoices in the format and with supporting documentation as may be required by City.

9. Billing Procedure.

9.1 The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Parks and Recreation Department
Attn: Fernando Rodriguez, Director
901 NE 3rd Street
Dania Beach, Florida 33004

9.2 The City will pay to the Contractor for the faithful performance of the Agreement, in lawful money of the United States, and subject to adjustments as provided in the Agreement Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

9.2.1 Taxes**:** The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. This exemption does not transmit to suppliers in their purchases of goods or services, used in work or goods supplied to the City. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

10. Final Payment. Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be made by the City to the Contractor when:

(A) the Agreement has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work, if any, which obligation survives final payment and continues thereafter;
(B) a final Certification of Payment has been issued by the City; such final payment shall be made by the City not more than thirty (30) days after the issuance of the Contractor's final Certification of Payment;

(C) final Certification of Payment has been furnished from the Contractor, Suppliers and Subcontractors; and

(D) a Consent of Surety, if any, for final payment.

11. Payment and Performance Bond. The Contractor agrees that before commencing any work or construction the Contractor shall maintain, at all times, a valid payment and performance bond, consistent with the requirements contained in the ITB.

12. Protection Of Property. The Contractor shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors. The Contractor will be required to report any such damages ~~immediately~~ to the City's representative in charge of the Project. The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor.

13. Florida Trench Safety Act. The Contractor shall include with its Bid, when applicable, all documentation required by the Florida "Trench Safety Act", Section 553.63, Florida Statutes. The unit prices and total prices presented in the Bid, and those presented in any subsequent change orders shall include the Contractor's cost for compliance with the applicable trench safety standards.

14. Trash. Contractor shall be responsible for the daily removal of trash and debris from the Project work sites and upon completion of the Project Work.

15. Public Bid Disclosure Act. In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

(A) Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**

(B) During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work.

(C) Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.

(D) City will reimburse permit fee costs related to dewatering and National Pollutant Discharge Elimination System (NPDES).

16. Safety. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The Contractor shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments. Contractor, by submitting a bid, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health

Act (OSHA).

17. Warranty. The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Agreement Documents; that the Work will be free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. Contractor shall warrant all work, materials, and equipment for a period of one (1) year from the date of final acceptance by the City. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit.

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19. Construction Quality. Contractor agrees to perform all work ("Work") required to complete the construction of the Improvements on the Property in a good and workmanlike manner.

19.1 Standards of Construction. Any and all construction of Improvements shall be performed in such a manner as to provide that the Improvements shall: (i) Substantially comply with the Permitted Plans; (ii) Comply with the terms and provisions of this Agreement; and (iii) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable Governmental Authorities.

19.2 Comply with Applicable Law. All Improvements constructed or installed by the Contractor, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.

19.3 Contractor's Obligations During Construction. Prior to the Completion Date, Contractor shall:

(A) Provide scaffolding, hoists, equipment, tools and materials and other requirements for the performance of the Work;
(B) Maintain the Property in a clean and orderly condition, at all times, taking into consideration the public beachfront nature of the Project, and remove all paper, cartons and other debris from the Property;
(C) Preserve all properties adjacent to or leading to the Property, and restore and repair any such properties damaged as a result of construction of the Work, whether such properties are publicly or privately owned;
(D) Implement and maintain at all times a comprehensive hurricane and flood plan for the Property and the Work, and provide a copy of same to the City, if requested;

(E) As Builts. Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Contractor during the term of this Agreement. The "as built" plans submitted by Contractor must show the square footage of each Improvement depicted in such plans.

(F) Use diligent effort to complete the Work in a commercially reasonable time under the circumstances and in accordance with this Agreement. At all times make diligent effort to have proper supervision of the general contractor or other employees or agents of the Contractor upon the Property site.

(i) Employees Of The Contractor. Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the ITB. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition. Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

(G) Contractor Progress Reports. At the request of City, Contractor will deliver written reports of the progress of construction to the City Manager or his or her designee.

(H) City's Representative. The City may designate one or more employees or agents to be the City's Representative for the Project so that he or she may, subject to site conditions and during normal business hours, visit and the Property.

(I) Certificates of Final Completion. After Contractor completes the Work, the City will deliver to Contractor, a recordable Certificate of Final Completion certifying that, to the best of the City's knowledge, Contractor has satisfied all its obligations to the City for the construction of the specified Improvements.

19.4 Site Conditions Contractor has the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, staging, parking, disposal, handling and storage of materials; availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on Agreement documents, and through verification with local utility companies and the City, physical conditions of existing construction, topography and ground surface conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Agreement; and all other matters which

would be reasonably known to a licensed general contractor with expertise in streetscape and related infrastructure construction as in any way affecting performance of the Agreement, or the cost associated with such performance. The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Agreement.

19.5 The City shall not be responsible for any conclusions or interpretations made by the Contractor based on the information made available by the City. The City shall not be responsible for any understanding reached or representation made concerning conditions which can affect the Work by any of Contractor's officers, employees, agents, subcontractors, material men, or suppliers before execution of this Agreement, unless that understanding, or representation is expressly stated in this Agreement.

19.6 The provisions of this Section 19 shall be deemed a complete waiver by the Contractor of claims for equitable adjustment in Agreement Time or Price.

19.7 Upon receipt of written notice from City of any defect in workmanship, the Contractor shall, within seven (7) days, begin to take necessary steps to correct the defective work. This includes the removal, replacement, or repair of the non-conforming work and any other work damaged by the defect.

All costs associated with correcting defective work, including all labor, materials, and disposal, shall be borne solely by the Contractor.

19.8 Contractor and its Surety shall be liable for the satisfaction and full performance of the warranties as set forth herein, and any damage to other parts of the Work caused by the Contractor's failure to perform pursuant to this section 19. Contractor shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Contractor shall immediately pay the expenses incurred by the City for remedying the defects. If the City is not paid within ten (10) calendar days, the City may pursue any and all legal remedies it may have against the Contractor and its Surety.

19.9 Preconstruction Conference. As soon as possible after execution of this Agreement, and prior to commencing any Work, a pre-construction conference will be coordinated by the Contractor and the City. In attendance at said conference will be City, Architect, and any of their representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the Project, review of any items requiring clarification, maintenance of traffic, merchant and pedestrian accessibility, related safety issues, and procedures for the processing and distribution of all documents and correspondence related to the Agreement, among other things.

19.10 Meetings. The Contractor shall, at its expense, as requested by City, attend any and all meetings called by City to discuss the Work under the Agreement. Such meetings shall be conducted and recorded by the City with typed minutes of each meeting distributed to all attendees.

19.11 Responsibility For Work Security Contractor shall conduct all operations under the Agreement in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means. Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property. Contractor shall inspect all its Work, materials, equipment and facilities to discover and determine any such conditions. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to City within three days of each incident.

19.12 Protection Of Work In Progress, Materials And Equipment Contractor shall be responsible for Work in progress until completion and final acceptance of Work under this Agreement. Excluded from Contractor's responsibility is any loss or damage which results from acts or omissions of the City or its representatives or other contractors. Permanent openings or thoroughfares for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the entire Work will be delivered to the City in proper, whole and unblemished condition.

19.13 Protection Of Existing Property

Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the Project, which, as determined by City, do not reasonably interfere with the performance of this Agreement. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor.

19.14 Labor. Contractor shall employ only competent and skilled personnel to perform the Work. Contractor shall, if requested to do so by City, remove from the jobsite any personnel of Contractor whom City determines unfit or acting or working in violation of any provision of this Agreement.

Work assignments and the settlement of jurisdictional disputes shall conform with either the Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes. Contractor shall comply with and shall cooperate with City in enforcing jobsite conditions and job work rules which directly affect the performance of the Work including, but not limited to, starting and quitting time, smoking regulations, check-in and check- out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

The Contractor and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All work necessary to be performed after regular working hours, on Saturdays, legal and City holidays, shall be performed without additional expense to the City. The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

19.15 Equal Employment Opportunity During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(c) The Contractor will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction,

the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(h) All regulations, guidelines, and standards lawfully adopted under the governing statutes.

19.16 Safety & Protection Of Persons & Property

19.16.1 Responsibility For Safety And Health. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to be performed under the terms of the Agreement ("Work"). The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the City and Users who may be affected thereby. The Contractor shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the City. The City may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

19.16.2 All Work, whether performed by the Contractor, its Sub- Contractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

(a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and

(b) all codes, rules, regulations and requirements of the City and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

19.16.3 Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the City shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

19.16.4 The Contractor shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The City shall have the right, but not the obligation, to order the Contractor to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the Contractor shall promptly comply.

19.16.5 The Contractor shall defend, indemnify and hold the City, the City's Representative and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, reasonable attorneys' fees, expenses, causes of action, claims or judgments to the extent resulting from any failure of the Contractor, its subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition

19.16.6 In any and all claims against those indemnified hereunder by any employee of the Contractor, any subcontractor or sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Contractor or any subcontractor or sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

19.17 Protection Of Work And Property; Responsibility For Loss. The Contractor shall, throughout the performance of the Agreement, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the City and third parties from loss or damage from whatever cause arising out of the performance of the Agreement and shall comply with the requirements of the City and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The City, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the Job Site as a part of its normal safety, loss control and security programs. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the City shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor by this Agreement. Until final acceptance of the Work by the City the Contractor shall have full and complete charge and care of and, except as otherwise provided in this subparagraph or elsewhere in this Agreement, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof from any cause within Contractor’s reasonable control, except to the extent caused by City, its representatives, or contractors, or caused by natural disaster, criminal activity, flood, fire, or that is covered by any property or builder’s risk insurance carried by the City.

19.18 Emergencies. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss to remedy said violation, whichever is applicable. Failure by Contractor to take necessary emergency action shall entitle the City to take whatever action it deems reasonably necessary, including, but not limited to, suspending the Work. The City may offset any and all costs or expenses of whatever nature, including reasonable attorneys' fees, paid or incurred by the City in taking such emergency action against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the City harmless against any and all costs or expenses pursuant to this Section, by whomsoever incurred.

19.19 City's Standards. The City reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Contractor shall comply, and to review the efficacy of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these rights by the City shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the City shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

19.20 Progress. Contractor shall give City full information in advance as to its plans for performing each part of the Work. If at any time during the progress of work, Contractor's actual progress is inadequate to meet the requirements of the Agreement, City may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by City, Contractor does not improve performance to meet the currently approved Agreement construction schedule, City may require an increase in Contractor's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to City. Neither such notice by City nor City's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Agreement.

Failure of Contractor to comply with the reasonable instructions of City may be grounds for determination by City that Contractor is not prosecuting its work with such diligence as will assure completion within times specified. Upon such determination, City may terminate Contractor's right to proceed with the performance of the Agreement, or any separable part thereof, in accordance with the applicable provisions of this Agreement.

19.21 Changes City may, at any time, without invalidating the Agreement and without notice to the Surety(ies), make changes in the Work by issuing Change Orders, as well as Contingency Fund Change Orders addressed elsewhere in the Agreement Documents. City will issue written orders to Contractor for any changes, except that in the event of an emergency which City determines immediately endangers life or property, City may issue oral orders to Contractor for any work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered work. Contractor shall commence such changed work so that all dates set forth in Contractor's current construction schedule, as accepted by City, will be met. In the event of an emergency which City determines immediately endangers life or property, Contractor shall immediately commence such changes as required by City in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle City to invoke the provisions of "Termination for Cause".

Unless otherwise required, Contractor shall, within twenty-one (21) calendar days following receipt of a written Change request from City, submit in writing to City a Agreement Change Proposal for accomplishing such change, which proposal shall reflect the increase or decrease, if any, in cost to City of performing the change under the Agreement in comparison to what the cost would have been, had such change not been offered.

20. Liquidated Damages

Liquidated Damages will be assessed. The parties have agreed that since they are unable to ascertain the amount of damages which would be suffered by City as a result of Contractor's failure to timely complete all Work required by the date set forth above. Therefore, failure to timely complete the work shall result in the awarded Bidder being subject to liquidated damages, but not as penalty, in the amount of $500.00 per calendar day, as set forth in 23 CFR 635.127, for each and every calendar day the work remains incomplete, or the items remain undelivered. This payment is considered to be City's liquidated damages, and it is not a penalty. It shall be assessed against the Contractor until substantial and final completion, respectively, are achieved.

21. Staging of Material in Right-Of- Way:

21.1 Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Staging area shall be fenced and screened from public sight. Contractor shall not store material such as pipes, drainage structures and equipment within a right of way without prior approval by the City. Material shall be properly secured and screened neatly and will not remain on right of way for more than a week. All equipment must be stored in a designated staging area.

21.2 Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Agreement, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, fences, walls, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked graveled or stabilized areas or driveways, and including all obstructions not specifically named in this provision, shall be repaired, or replaced, as determined by the Engineer. Site restoration shall be done in a timely manner as the work progresses. Site restoration work shall be completed on private property within 30 days after being disturbed.

21.3 The Date of Commencement is the date from which the Contract Time is measured and shall be the later of (a) the issuance of all permits required for the Work and (b) the date set forth in the Notice to Proceed. Should the Contractor incur costs prior to the issuance of the Notice to Proceed, any such costs shall be incurred at the Contractor's risk. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Agreement for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the Notice to Proceed, City may terminate the Agreement.

22. Indemnification of City.

22.1 The Contractor shall, in addition to any other obligation, indemnify the City and to the fullest extent permitted by law, protect, defend and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

(A) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from such property, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any

actual or alleged act or omission of the Contractor or its Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;

(B) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by Contractor or its Subcontractors in the performance of the work;

(C) liens and claims made by the Contractor or its Subcontractors; and

22.2 Indemnification for Construction Contracts. In the event that the performance of services under the Agreement is deemed to be a "construction Agreement" pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the City, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Agreement Documents.

23. Environmental Matters.

23.1 Defined Terms for Purposes of this Section.

Environmental Condition means any set of physical circumstances in, on, under, or affecting the Property that may constitute a threat to or endangerment of health, safety, property, or the environment, including but not limited to:

(A) The presence of any hazardous Substance, except in such quantities and concentrations as are routinely found in nature or in products used in ordinary business or commercial activities;

(B) Any underground storage tanks, as defined in Subtitle I of the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. 6991 et. seq., or the regulations thereunder, for the storage of hazardous wastes, oil, petroleum products, or their byproducts;

(C) Any PCB, asbestos or any other substances specifically regulated under the Toxic Substances Control Act, 15 U.S.C. 2601 or regulations issued thereunder; andAny open dump or system of refuse disposal for public use without a permit, as prohibited by 42 U.S.C. 6945 and/or Florida law equivalent, or the regulations issued thereunder.

Environmental Laws means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. 2601 et. seq.; the Clean Water Act, *33* U.S.C. 1251 et seq.; the Clean Air Act, 42 U.S.C. 7401 et. seq.; the Oil Pollution Act, 33 U.S.C.

2701 et. seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et. seq.; the Refuse Act of 1989, 33 U.S.C. 407; the Occupational Safety and Health Act, 29 U.S.C. 651 et. seq., as such laws have been amended or supplemented from time to time, the regulations promulgated under these laws; and any analogous Governmental Requirements.

Environmental Requirements means all present and future Governmental Requirements, including without limitation, the Environmental Laws, authorizations, judgments, decrees, concessions, grants, orders, agreements or other restrictions or requirements relating to any Environmental Conditions or any Hazardous Substances on the Property.

Hazardous Substance means any substances or materials identified to be toxic or hazardous according to any of the Environmental Laws, including without limitation, any asbestos, PCB, radioactive substances, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance that has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property. The term Hazardous Substances includes hazardous wastes, hazardous substances, extremely hazardous substances, hazardous materials, toxic substances, toxic chemicals, oil, petroleum products and their by-products, and pollutants or contaminants as those terms are defined in the Environmental Laws.

Environmental Permit means any Governmental Approval required under any Environmental Law in connection with the ownership, use or operation of the Property for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances, or the sale, transfer or conveyance of the Property, and all supporting documentation thereof.

Environmental Claim means any accusation, allegation, notice of violation, claim, demand, abatement or other order or direction (conditional or otherwise) by any Governmental Authority or any person for personal injury (including without limitation, sickness, disease, or death), tangible or intangible property damage, damage to the environment, nuisance, pollution, contamination or other adverse effects on the environment, or for fines, penalties, or restrictions, resulting from or based upon:

(A) The existence or release, or continuation of any existence of a release (including without limitation, sudden or non-sudden, accidental or non-accidental leaks or spills) of, or exposure to, any substance, chemical, material, pollutant, contaminant, or audible noise or other release or emission in, into or onto the environment (including without limitation, the air, ground, water or any surface) at, in, by, from or related to the Property; or

(B) The environmental aspects of the transportation, storage, treatment or disposal of materials in connection with the activities on the Property; or

(C) The violation, or alleged violation, of any Governmental Requirements relating to Environmental Requirements on the Property; but excluding any of violations arising solely from the intentional actions of the City and its agents.

23.2 Corrective Action Work means any and all activities of removal, response, investigation, testing, analysis, remediation taken to:

(A) Prevent, abate or correct an existing or threatened Environmental Condition at, about, affecting, or affected by the Property; or
(B) Comply with all applicable Environmental Requirements.

23.3 Environmental Indemnification. Contractor covenants and agrees, at its sole cost and expense, to defend (with counsel selected by Contractor, after consulting with the City), indemnify and hold harmless the City, its successors, and assigns from and against any and all Environmental Claims, whether meritorious or not, brought against the City by any Governmental Authority resulting from acts of the Contractor:

23.4 This indemnity includes, without limitation, indemnification against: all costs of removal, response, investigation, or remediation of any kind; all costs of disposal of such Hazardous Substances as necessary to comply with Environmental Laws; all costs associated with any Corrective Action Work; all costs associated with claims for damages to persons, property, or natural resources; any loss from diminution in the value of the Property; and the City's Attorneys' Fees, consultants' fees, court costs and expenses incurred in connection with any Environmental Claims brought against the City.

(A) Contractor's indemnification of City is only for Environmental Claims which arise out of or are caused by actions or events occurring after the Effective Date of the Property Agreement.
(B) This indemnification is to be interpreted as broadly as possible and is in addition to all other rights of the City under this Agreement.
(C) Payments by Contractor under the Environmental Indemnification will not reduce Contractor's obligations and liabilities under any other provision of this Agreement.
(D) Neither the Contractor nor the general contractor, nor any other contractor in privity with Contractor, has a duty to indemnify the City in connection with any Environmental Claims that are due to the negligent conduct of the City or its agents.
(E) Compliance**.** Contractor agrees to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Property issued pursuant to Chapter 380, Florida Statutes, all as may be amended.

24. Insurance Requirements. Insurance Required Before Commencement of Work: The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

A. **Insurance Requirements**: Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE SOLICITATION DOCUMENTS CONCERNING CONTRACTOR DELAY.**

B. **Required Minimum Coverages**: The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

C. **GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and Two Million Dollars ($2,000,000.00) annual aggregate.

D. **SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
   1. Annual Aggregate shall apply "Per Job";
   2. "The City of Dania Beach, Florida" is added as a named "Additional Insured";
   3. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
   4. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
   5. Contractor's insurance shall be primary and non-contributory;
   6. Waiver of Subrogation in favor of the City;
   7. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
   8. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

E. **WORKERS' COMPENSATION INSURANCE** must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

F. In the case any work is sublet as otherwise addressed in the Agreement or Solicitation Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars ($1,000,000.00) Employers' Liability Limits Part B.

G. IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:

   A) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR
   B) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.
      1. **ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR**
      2. **ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**

H. **SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
   1. 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
   2. Waiver of Subrogation.

I. **AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than One Million Dollars ($1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

J. **SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
   1. "The City of Dania Beach" is added as a named "Additional Insured";
   2. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
   3. Waiver of Subrogation.

K. **Proof of Insurance**: The following are requirements that must be met regarding the Bidder's or Offeror's delivery of Certificates of Insurance for all coverages required in the Agreement and Solicitation Documents:

1. "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with Bid or Proposal at submittal on the date and time of the Bid or Proposal opening. If the "preliminary" certificates are not included with a Bid or Proposal submittal, then the City has the right to consider the submitted Bid or Proposal as non-responsive on the date and time of the Bid or Proposal opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.
2. "Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Intent to Award", then the City has the right to consider the awarded Agreement to the successful Bidder or Offeror as void and to negotiate a contract with the next lowest responsive and responsible Bidder or Offeror. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.
3. All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

25. Assignment of Agreement. The Contractor acknowledges, understands and agrees that its performance under this Agreement is or may be contingent upon the City receiving timely services from other Contractors (the "Supporting Contractors"). The Contractor agrees to use its best efforts to coordinate its services with the services of the Supporting Contractors and further agrees that in the event the rendition of any services of any of the Supporting Contractors is delayed, such delay will not entitle the Contractor to any additional compensation or payment of any kind. Furthermore, the Contractor shall not be entitled to an increase in compensation, or be entitled to payment of any kind from the City, for damages or expenses incurred which are direct, indirect or consequential or other costs and lost profits of any kind including, but not limited to, costs of acceleration, inefficiency or extended overhead, arising because of any other delay, disruption, interruption, interference or hindrance from any cause whatsoever, whether such delay, disruption or interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays caused solely by fraud, bad faith or active malicious interference on the part of the City. The Contractor shall only be entitled to extensions of time for performance as the exclusive and sole remedy for delay. In recognition of the fact that Contractor is not entitled to costs of acceleration arising out of the delays caused by

Supporting Contractors, Contractor shall not be required to accelerate its services where delays have resulted from Supporting Contractors, unless the City agrees to compensate Contractor for such accelerated efforts.

26. Public Records Law. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The City shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws.

Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

27. Retention Of Records And Right To Access

27.1 The Contractor shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of **five (5) years** after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these **five (5) years**, the records shall be retained by the City until resolution of audit finding.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

27.2 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

27.3 Upon completion of Work under this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

27.4 Any compensation due to Contractor shall be withheld until all records are received as provided in this Agreement.

27.5 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

28. Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	**ELORA RIERA, MMC** **CITY CLERK**
Mailing Address:	**100 W. Dania Beach Boulevard** **Dania Beach, Florida 33004**
Telephone number:	**954-924-9800, Ext. 3623**
Email:	**eriera@daniabeachfl.gov**

29. No Waiver. Failure of the City to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.

29. Declaration of Default. The failure of the Contractor a) to supply enough properly skilled workers or materials, or b) its failure to make prompt payments to subcontractors, or for materials or labor, or c) to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or d) to comply in any way with the Agreement Documents, shall be sufficient grounds for the City to find the Contractor in material default, and that sufficient cause exists to terminate the Agreement for cause, and to withhold payment or any part thereof until the cause or causes giving rise to the default has/have been eliminated by the Contractor and approved by the City. If a finding of default is made by the City, the Contractor and its Surety shall remain responsible for performance of the requirements of the Agreement Documents unless and until the City terminates the Agreement. Upon a finding of default, the City shall set a reasonable time,

but in no event in excess of seven (7) calendar days after written notice from City detailing the default, within which the Contractor and its Surety shall eliminate the cause or causes of default. When the basis for finding default no longer exists, the City shall notify the Contractor and its Surety, in writing, that the default has been corrected, and that the Contractor is no longer in default. If the Contractor fails to correct the default within the time allowed, the City, without further notice to Contractor or its Surety, may immediately terminate the Agreement and the employment of the Contractor, without otherwise waiving its rights against the Contractor or its Surety. To the extent that the time limits herein conflict with those set forth in the Performance Bond, the time limits in this section shall take precedence.

30. Termination Or Suspension Of Agreement

30.1 Termination By The Contractor:

A. The Contractor may terminate the Agreement for non-payment (except for those provisions in this agreement that specifically provide for withholding payment), failure to certify payment, delays of greater than 120 days not caused by Contractor, other material breaches by the City, and if the Work is stopped for a period of thirty (30) days through no act or fault of the Contractor, Subcontractor, Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work under the Agreement with the Contractor, for any of the following reasons:

1. issuance of an order of a court or other public authority having jurisdiction, and

2. an act of government, such as a declaration of national emergency, making material unavailable.

B. If one of the above reasons exists, the Contractor may, upon five (5) additional days' written notice to the City, terminate the Agreement and recover from the City payment for Work performed.

30.2 Termination By The City For Cause:

(A) The City may terminate the Agreement if the Contractor:

(1) persistently or repeatedly refuses or fails to supply enough properly skilled workers, proper equipment, materials, or fails to adhere to the schedule established as adjusted from time to time pursuant to the terms of the Agreement;

(2) fails to comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, including City;

(3) commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the City, including but not limited to the company of its owners, officers and agents being charged with any act of moral turpitude or any environmental violation;

(4) fails to obtain or maintain all insurance Coverage required by the Agreement Documents; or

(5) otherwise, is guilty of substantial breach of a provision of the Agreement or Agreement Documents; or

(6) One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Contractor (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement: i. Entry of an order for relief under Title 11 of the United States Code; ii. The making by Contractor of a general assignment for the benefit of creditors; iii. The appointment of a general receiver or trustee in bankruptcy of Contractor's business or property; and/or iv. An action by Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; or

(7) If Contractor or its Surety(ies) do(es) not cure such failure within seven (7) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Contractor or its Surety(ies) fails to provide satisfactory evidence that such default will be corrected, City may, without further notice to Contractor, terminate in whole or in part Contractor's right to proceed with work by written notice and prosecute the Work to completion by Agreement or by any other method deemed expedient. City may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the Work.

(8) Contractor, and its sureties, shall be liable, jointly and severally, to City for all costs in excess of the Agreement price for such terminated work reasonably and necessarily incurred in the completion of the Work, as adjusted by Change Orders, if any, including cost of administration of any Agreement awarded to others for completion, plus Liquidated Damages.

(9) The commitment of any material breach of this Agreement by Contractor, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement; or

(10) Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Contractor by a state or other licensing authority; or

(11) Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement; or

(12) Failure to maintain the insurance required by this Agreement.

30.3 Upon termination for default, Contractor shall:

(a) immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;

(b) inventory, maintain and turn over to City all materials, plant, tools, equipment, and property furnished by Contractor or provided by City for performance of work;

(c) promptly obtain cancellation upon terms satisfactory to City of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to City as directed;

(d) cooperate with City in the transfer of information and disposition of work in progress so as to mitigate damages;

(e) comply with other reasonable requests from City regarding the terminated work; and

(f) continue to perform in accordance with all of the terms and conditions of the Agreement such portion of work that is not terminated.

(g) When the City terminates the Agreement, the Contractor shall not be entitled to receive any further payment until the Work is completed and approved by the Engineer of Record.

(h) All damages, costs and charges incurred by City shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by City shall exceed the unpaid balance, then Contractor shall be liable and shall pay to City the amount of such excess.

30.4 If, after Notice of Termination or Suspension of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the Notice of Termination had not been issued, pursuant to the Termination for Convenience clause as set forth below.

30.5 Termination By The City For Convenience:

The Agreement may be terminated for convenience by City upon fifteen (15) days' advance written notice to Contractor and the Contractor's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Contractor shall be paid for all acceptable work performed prior to termination and shall not be entitled to any other costs, fees or payments. City may, at its option and convenience, terminate the Agreement, in whole or in part, at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon any such termination, Contractor hereby waives any claims for damages from the termination, including, without limiting the generality thereof, loss of anticipated profits on Work not performed on account thereof, home office overhead, lost bonding capacity, and consequential damages. As the sole right and remedy of Contractor, City shall pay Contractor in accordance with Subparagraphs below; provided, however, that those provisions of the Agreement, which by their very nature

survive final acceptance under the Agreement, shall remain in full force and effect after such termination

(a) Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise;
(b) Immediately discontinue work on the date and to the extent specified in the notice.

(c) Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Agreement that is not terminated;

(d) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to City of all orders and subcontracts to the extent they relate to the performance of work terminated;

(e) If requested by the City in writing, assign to the City, all right, title and interest of the Contractor under the subcontracts terminated. Such Assignment shall not include assumption of Contractor's obligations or liabilities under any subcontract. The City shall have the right (but not the obligation) to assume the Contractor's obligations under any subcontracts assigned. Neither this paragraph or any assignment of subcontracts, shall constitute the City's assumption of Contractor's or other obligations under any such subcontract absent a written document executed by the City and the subcontractor in which the City expressly acknowledges an assumption of Contractor's obligations, and then only to the extent specified. In no event will the City assume any obligation of the Contractor under the subcontracts that arise out of or relate to Contractor's default prior to such assignment;

(f) The Contractor shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor, or supplier, to consent to the assignment of their subcontract or purchase order to the City;

(g) Assist City, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by City under the Agreement; and,

(h) Complete performance of any work that is not terminated.

(i) Upon any such termination, City will pay to Contractor an amount determined in accordance with the following (without duplication of any item):

(j) All amounts due and not previously paid to Contractor for work completed in accordance with the Agreement prior to such notice, and for work thereafter completed as specified in such notice.

(k) The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders.

(l) The verifiable costs incurred prior to notice of termination.

(m) Any other reasonable costs which can be verified to be incidental to such termination of Work, including demobilization costs.

(n) In the case of such termination for City's convenience, Contractor shall be entitled to receive payment for Work actually executed, and verifiable costs incurred by reason of such termination, along with an amount not to exceed ten (10) percent for profit and overhead on such verifiable costs incurred.

(o) The City's Termination for Convenience shall be without waiver or prejudice to, all of the City's claims, rights and remedies arising out of or related to any default, breach of Agreement, damages or other claims the City may have against Contractor, or Contractor's subcontractors, material suppliers of any tier, or any other person or entity at the time of termination or arising thereafter.

(p) Contractor hereby acknowledges acceptance of the risk and cost of the foregoing and acknowledges and agrees to the foregoing limitation on Contractor's claims or damages arising out of, or relating to, a termination for convenience by the City.

(q) Contractor shall submit within 30 calendar days after receipt of notice of Termination, for Convenience, a written proposal for payment, including all incurred costs and other entitlements described herein. City shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Agreement shall be amended in writing accordingly.

31. Suspension By The City For Cause

The City may order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as deemed necessary by the City, if the Contractor fails to maintain all insurance Coverage required by the Agreement Documents. Any delay in the Work caused by a lapse in Coverage shall be deemed non-excusable, shall not be grounds for a time extension, and shall be subject to any other applicable provisions in the Agreement and Agreement Documents concerning Contractor delay.

32. Termination for Cause

If the Contractor fails to provide the services or shall in any other manner commit a breach of the agreement and fails to remedy the same within 30 calendar days after receipt of written notice from the City, the City may terminate the agreement, without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within ten (10) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

35. Receipt Of Notice Of Termination Or Suspension

Upon receipt of Notice of Termination or suspension, Contractor shall deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Agreement or Agreement Documents, whether

completed or in process. Upon receipt of any such written notice, Contractor shall, unless the notice requires otherwise:

(a) immediately discontinue work on the date and to the extent specified in the notice;

(b) place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;

(c) promptly make every reasonable effort to obtain suspension, upon terms satisfactory to City, of all orders, subcontracts and rental agreements to the extent they relate to performance of work suspended;

(d) continue to protect and maintain the Work including those portions on which work has been suspended, and

(e) take any other reasonable steps to minimize costs associated with such suspension.

In addition to all amounts that would otherwise be due for Work performed prior to the suspension, as compensation for such suspension, Contractor will be reimbursed for the following verifiable costs (without profit) and without duplication of any item, to the extent that such costs directly result from such suspension of work:

(a) standby charge to be paid to Contractor during the period of suspension of work which standby charge shall be sufficient to compensate Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;

(b) All reasonable costs associated with mobilization and demobilization of Contractor's plant, forces and equipment; and

(c) An equitable amount to reimburse Contractor for the cost of maintaining and protecting that portion of the Work upon which work has been suspended.

36. Force Majeure. Under any and all provisions of this Agreement**,** neither the City nor Contractor, as the case may be, will be considered in breach of or in default of any of their respective non-monetary and monetary obligations under the Agreement as a result of an unavoidable delay due to strikes, lockouts, acts of God, inability to obtain labor or materials, riot, war, hurricane, tornado, weather related events or conditions, pandemics, epidemics, shutdowns due to government restrictions, utility company delays, or other similar causes beyond the commercially reasonable control of a party (in each case, an event of "Force Majeure"). Upon the occurrence of a Force Majeure, the applicable time-period will be extended for each day of the period of the Force Majeure event.

37. Remedies Cumulative. Waiver. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, are intended to be cumulative and concurrent. The exercise by either party of any one or more of its remedies will not preclude the exercise by a party, at the same or different times, of any other remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party. The waiver by a party of any default or Event of Default under this Agreement will not extend to or affect any other existing

or subsequent Event of Default, or impair any rights, powers, or remedies of a party in connection with any other default or Event of Default. A party's delay or omission in exercising any right, power or remedy will not be construed as a waiver of any default or Event of Default or constitute acquiescence to the default.

38. Notices. Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

City:	Ana M. Garcia, ICMA-CM, City Manager City of Dania Beach, Florida 100 West Dania Beach Boulevard Dania Beach, Florida 33004
With a copy to:	Eve A. Boutsis, City Attorney City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, Florida 33004
Contractor:	Lonny Anger, President. Merrick Industrial Management Corporation 7995 NW 110 Drive Parkland, Florida 33076

39. Governing Law. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

40. Bankruptcy. It is agreed upon that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective upon the date and at the time the bankruptcy petition is filed. Upon such filing of Bankruptcy, Contractor will automatically be in default of this Agreement and the provisions of Article 9 will be enforced at City's discretion.

41. Venue; Fees.

41.1 If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. To be clear, should mediation fail, all claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida. **IN ANY LITIGATION, THE PARTIES AGREE TO EACH WAIVE ANY TRIAL BY JURY OF ANY AND ALL ISSUES. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL AGREEMENT TERM**.

41.2 Operations During Dispute. In the event that a dispute arises between the City and the Contractor relating to this Agreement, or its performance or compensation, the Contractor agrees to continue to render services in full compliance with all terms and conditions of this Agreement as required by the City.

42. Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement.

43. Prevailing Party's Attorneys' Fees. If either party institutes legal proceedings in connection with the Agreement, the prevailing party will be entitled to recover its costs of suit, including without limitation, its Attorneys' Fees.

44. Headings. Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

45. Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement and each such exhibit is incorporated by this reference.

46. Severability. If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

47. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

48. Independent Contractors. Contractor, any Subcontractors and their respective employees and agents shall be and remain independent Contractors and not employees of City with respect to all of the acts and services performed under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties to this Agreement. All agents, employees and Subcontractors of the Contractor retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility.

49. Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no City employee who acts in the City of Dania Beach as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the City of Dania Beach, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Contractor and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractor. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Contractor.

50. Contractor shall comply with all federal, state and City laws applicable to the Contractor services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act ("ADA") eligibility to perform services as specified in the Florida Public Entity Crime law and the Florida Building Code. The Contractor is expected to fully comply with all provisions of all laws and the City reserves the right to verify the Contractor's compliance with them. Failure to comply with any laws will be grounds for termination of the Agreement for cause.

51. In the event of any conflict between any provisions of this Agreement and any provision in any attached Exhibit, the parties agree that the provisions of this Agreement are controlling (including, but not limited to, all terms and provisions governing compensation). Further, any prior Agreement related to the services is rescinded and replaced by this Agreement.

52. Contractor agrees to perform its obligations under this Agreement in accordance with the degree of skill and care exercised by multimedia Contractors performing similar services under similar conditions. Contractor makes no other representations and no warranties, whether express or implied, with respect to the quality of its performance under this Agreement.

53. Sovereign Immunity. Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent

of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

A. Claims based upon any alleged breach by the City of implied warranties for representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;

B. Claims based upon negligence or any tort arising out of this Agreement;

C. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;

D. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.

54. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

55. Scrutinized Companies. Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

56. Verification of Employment Eligibility. Contractor represents that Contractor, and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

57. Successors And Assigns. The City and the Contractor each bind itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement. Contractor shall not assign, transfer, convey or otherwise hypothecate the Agreement or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the City, and concurred with by the Contractor's Surety. Contractor acknowledges that the City has entered into this Agreement with Contractor after a comprehensive competitive award process, and evaluation of Contractor's particular qualifications and skills to perform the Work. Therefore, Contractor agrees that the City may withhold the consent to assignment referred to herein for any reason the City deems appropriate, in its sole and exclusive discretion.

58. Time is of the Essence. Time is of the essence in the performance of all obligations of each party under this Agreement.

59. No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or is to be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the City and Contractor, or as constituting Contractor as the agent or representative of the City for any purpose or in any manner whatsoever.

60. Recording; Documentary Stamps. A memorandum of this Agreement, in the form attached as Exhibit H, will be recorded by the City in the Public Records of Broward County, Florida. The cost of recording, and the cost of any required documentary stamps, will be paid in full by the City. The parties will cooperate in structuring the transactions contemplated by this Agreement to reduce such costs, provided the structure does not have any adverse consequence for the City.

61. Governing Law. This Agreement will be governed by the laws of the State of Florida. This Agreement is subject to and must comply with the Charter and City Code of the City of Dania Beach, as they exist on the date of execution of the Agreement. Any conflicts between this Agreement and the Charter and City Code will be resolved in favor of the City's Charter. Venue for any disputes arising out of this Agreement and for any actions involving the enforcement or interpretation of this Agreement will be in the State courts of the 17th Judicial Circuit of Broward County, Florida.

62. Third Party Beneficiaries. Neither Contractor nor City intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

63. Negotiated Agreement. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

64. Incorporation by Reference. The truth and accuracy of each "Recital" clause set forth above is acknowledged by the parties. The attached Exhibits to this Agreement are incorporated into and made a part of this Agreement and all exhibits subsequently attached to this Agreement pursuant to the terms hereof shall be deemed incorporated into and made a part of this Agreement.

65. Conflicts of Interest: City Representatives not Individually Liable. No elected official, representative, or employee of the City has any personal interest, direct or indirect, in this Agreement. No elected official, representative or employee will participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she has an interest, directly or indirectly. No elected official, representative or employee of the City will be personally liable to Contractor or any successor in interest for any amount which may become due to Contractor, for any obligations of City under the Agreement, or in the event of any default or breach by the City.

66. Section. Section headings are for convenience only and do not affect the interpretation of this Agreement.

67. Counterparts. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. This Agreement is effective only after execution and delivery by the parties.

68. Entire Agreement. This Agreement (including the Exhibits) constitutes the sole agreement of the parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the parties.

69. Amendments. No amendment to this Agreement is binding on either party unless in writing and signed by both parties. The City is not obligated to spend any money or undertake any obligation in connection with an amendment proposed by Contractor. If Contractor requests an amendment to the Agreement or any other action by City, Contractor must reimburse City for all third-party costs incurred by City (including but not limited to costs of third-party consultants and attorneys). Before the City takes action regarding any request, Contractor must deposit with the City the estimated amount of third-party costs, as reasonably determined by the City.

70. Holidays. The parties agree that whenever a notice or performance due under the Agreement falls on a Saturday, Sunday or on a legal holiday recognized by the City, the notice or performance will be postponed to the next following business day.

71. Other governmental entities may elect to purchase the goods and services specified in this Agreement, which shall be made available upon the same terms and conditions as those specified in this Agreement.

72. Survival. A termination of the Agreement will not release Contractor from its obligation to indemnify City for any acts which occurred prior to the termination of the Agreement, unless otherwise agreed upon by City and Contractor or by judicial decree. Upon termination or expiration of this Agreement, the Contractor shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration, unless relieved of such obligation or liability by action of a court or rule of law.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:
Merrick Industrial Management Corporation, a Florida corporation

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
PRINT Name

_____
Title

Date:_____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____,2025 by _____ as _____ of Merrick Industrial Management Corporation., a Florida corporation. He/she is personally known to me or has produced _____as identification.

My Commission Expires:

_____
Notary Public, State of Florida

_____
Print Name

CITY OF DANIA BEACH, FLORIDA

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Frost Park Sport Court Conversion Project (Re-issue)

CITY REQUEST FOR PROPOSAL ("RFP") NO. 25-023

Prepared by:
City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

Monday, August 18, 2025

Table of Contents

1. NOTICE TO PROPOSERS
2. PROPOSAL SUBMISSION
3. INSTRUCTIONS TO PROPOSERS
4. SUBMISSION OF PROPOSALS
5. QUALIFICATIONS OF PROPOSALS
6. SCOPE OF WORK
7. PROPOSAL REQUIRMENTS
8. EVALUATION CRITERIA RANKING
9. AWARD OF AGREEMENT
10. PUBLIC RECORDS
11. INSURANCE REQUIREMENTS
12. INDEMNIFICATION
13. INDEPENDENT CONTRACTOR
14. DEBARMENT AND SUSPENSION
15. SCRUTINIZED COMPANIES
16. VERFICATION OF EMPLOYMENT ELIGIBILTY
17. DELIVERIES
18. WARRANTIES
19. COPYRIGHTS OR PATENT RIGHTS
20. SAFETY STANDARDS
21. INSPECTION
22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT
23. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

24. TAXES
25. PERMITS, FEES AND NOTICES
26. PERFORMANCE
27. TERMINATION OF CONTRACT
28. TERMINATION OF CONTRACT FOR CONVENIENCE
29. TERMINATION OF CONTRACT FOR CAUSE
30. SUCCESSORS AND ASSIGNS; ASSIGNMENT; SUBLETTING
31. EMPLOYEES OF THE PROPOSER
32. OTHER GOVERNMENTAL ENTITIES
33. UNBALANCED PROPOSAL PRICING
34. INFORMATION REQUESTS AFTER DUE DATE
35. BUDGETARY CONSTRAINT
36. CONTINGENT FEES PROHIBITED
37. CONE OF SILENCE
38. SPECIAL CONDITIONS
39. PROPOSER SUBMISSIONS

Attachments:

A - _Frost_Park_Tennis_Courts_ (1)

B - Frost_Park_Resurfacing_-_Asphalt_Cut_Out

C - cw_thomas_park-submittal#24-rev-0-basketball_hoop_to_BH_2024-06-20

D - PAYMENT_BOND

E - PERFORMANCE_BOND

1. NOTICE TO PROPOSERS

CITY OF DANIA BEACH, FLORIDA

INVITATION TO BID FOR

"Frost Park Sport Court Conversion Project (Re-issue)"

25-023

NOTICE IS GIVEN that the City of Dania Beach, Florida (the "City" or "Owner") will be accepting sealed Bids for its "**Frost Park Sport Court Conversion Project (Re-issue), 25-023**".

Bids will be accepted on the City's e-Procurement Portal at https://procurement.opengov.com/portal/daniabeachfl until Monday, September 8, 2025, at 10:00 am. Bids received after this time will be rejected.

All submissions will remain confidential and exempt from public record disclosure requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained from https://procurement.opengov.com/portal/daniabeachfl/projects/188302.

BID DOCUMENTS

Bids must be submitted electronically on the City's e-Procurement Portal at https://procurement.opengov.com/portal/daniabeachfl, the City's designated electronic bidding system.

The City of Dania Beach reserves the right to reject any and all proposals, with or without cause, to waive any informality in a proposal, to terminate the process or re-advertise and solicit new or additional proposals, and to make awards in the best interest of the City.

Pursuant to Florida law, all Bids are exempt public records until thirty (30) days after opening, or award of bid, whichever is sooner. In the event presentations are necessary, all non-presenting bidders will be required to exit the room during the presentations of each of the other bidders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

All Proposers are advised that the City has not authorized the use of the City seal or logo by individuals or entities responding to City bids.

CITY OF DANIA BEACH, FLORIDA
Published on: Monday, August 18, 2025

2. PROPOSAL SUBMISSION

Proposals must be submitted electronically on OpenGov, the City's designated electronic bidding system. All bid document files must be clearly labeled 25-023 Frost Park Sport Court Conversion Project (Re-issue)

Pursuant to Florida law, all Proposals to this RFP are exempt public records until thirty (30) days after opening, or award of Proposal, whichever is sooner. In the event presentations are necessary, all responders will be required to exit the room during the presentations of the other responders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

Proposals will be publicly opened and read aloud on Monday, September 8, 2025, at 10:00 am using the Zoom or Microsoft Teams online meeting platform. Below you will find the link to access this meeting on the above referenced date and time in the

Release Project Date:	August 18, 2025
Question Submission Deadline:	September 1, 2025, 3:00pm
Proposal Submission Deadline:	September 8, 2025, 10:00am
Bid Opening Link:	https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmI3ODJlOGItMWVkNi00OTMyLWE3MWUtZDM3NmIzYTllMzJi%40thread.v2/0?context=%7b%22Tid%22%3a%226495b0d2-76aa-4ce0-8735-1233202a940c%22%2c%22Oid%22%3a%223028fa4d-0599-4312-97cf-3d95ed366f47%22%7d

Award of Contracts for the Proposals will be made at a subsequent City Commission meeting.

All Proposers are advised that the City has not authorized the use of the City seal by individuals or entities responding to City Proposals.

The City Commission of the City of Dania Beach reserves the right to reject any and all Proposals, to waive any informality in a Proposal and to make an award in the best interests of the City.

3. INSTRUCTIONS TO PROPOSERS

The following instructions are given for the purpose of guiding Proposers in properly preparing their Proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

3.1 Qualifications of Proposers

No Proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Dania Beach, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Dania Beach. Minority, women-owned, and labor surplus area businesses and firms are encouraged to submit Proposals.

3.2 Personal Investigation

Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the City staff or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract. Before submitting a Proposal, each Proposer must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Proposer's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Project Contact person of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

3.3 Inconsistencies

Any seeming inconsistency between different provisions of specifications, Proposal or contract, or any point requiring explanation must be inquired into by the Proposer, in writing, at least ten (10) days prior to the time set for opening Proposals. After Proposals are opened, the Proposers shall abide by the decision of the City Manager or designee as to such interpretation.

3.4 Conflict of Interest

The award of any contract under this RFP is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Proposals must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

3.5 Legal Conditions

Proposers are expected to familiarize themselves with the provisions of the laws of the United States and State of Florida, and with the provisions in the Charter and the ordinances of the City of Dania Beach.

3.6 Forms and Proposals

Proposals will be received until Monday, September 8, 202510:00 am by submission to OpenGov. Each Proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in.

3.7 Proposal Bond

A certified check, cashier's check, or bank officer's check, or RFP bond for the sum of TEN THOUSAND DOLLARS ($10,000.00), made payable to the City of Dania Beach, Florida, or Proposal bid bond in such amount, shall accompany each Proposal as evidence of the good faith and responsibility of the Proposer. The check or bond shall be retained by the City as liquidated damages should the Proposer refuse to or fail to enter into a Contract for the execution of the work embraced in this Proposal, in the event the Proposal of the Proposer is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

The above bond or check shall be a guarantee that the Proposer will, if necessary, promptly execute a satisfactory Contract and furnish good and sufficient bonds. As soon as a satisfactory Contract has been executed and the bonds furnished and accepted, the check or bond accompanying the Proposal of the successful Proposer will be returned to it. The certified or other checks or bid bonds of the unsuccessful Proposers will be returned to it upon the acceptance of the Proposal of the successful Proposer. If the successful Proposer shall not enter into, execute, and deliver such a Contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the City of Dania Beach as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

3.8 Filling in Proposals

All prices must be typed in the Proposal and also stated in words, and all Proposals must fully cover all items for which Proposals are asked and no other. Proposers are required to state the names and places of residence of all persons interested, and if no other person is interested, the Proposer shall distinctly state such fact and shall state that the Proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested, or their legal representative disclose such fact in writing to the City.

3.9 Proposals Firm for Acceptance

Proposer warrants, by virtue of proposing, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of Proposal opening.

3.10 Withdrawals

Any Proposer may, without prejudice, withdraw a Proposal at any time prior to the expiration of the time during which Proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the Proposal. After expiration of the period for receiving Proposals,

no Proposal can be withdrawn, modified, or explained. Should Proposer withdraw its Proposal after expiration of the period for receiving Proposals, its bond shall be retained by the City.

3.11 Causes for Rejection

No Proposal will be canvassed, considered, or accepted which, in the opinion of the City Manager, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify Proposals for all items called for in the schedule shall render the Proposal informal.

3.12 Rejection of Proposals

To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind. The City Commission reserves the right to reject any Proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among Proposers. A Proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City of Dania Beach reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal as they deem to be in the best interest of the citizens of the City of Dania Beach, or the City may reject Proposals and re-advertise.

3.13 RFP Protest Procedure

After a Notice of Intent to Award a contract is posted, any actual or prospective manufacturer or distributor claiming to be aggrieved in connection with the pending award of the Contract, or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 P.M. on the third (3rd) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the written protest, together with an RFP Protest Bond, is both timely received by the City Manager's Office.

An RFP Protest Bond is to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check. The amount of the RFP Protest Bond shall be one percent (1%) of the amount of the pending award for which the bidder is protesting, or five thousand dollars ($5,000.00), whichever is less.

3.14 Protest Committee

The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award

of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct all appropriate steps be taken to remedy it.

In the event of a timely protest, the City Manager shall stay the award of the Contract, unless after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager then determines that the award of the contract is necessary without delay to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

3.15 Award of Proposal

The City Commission will award the Proposal to the most responsible and responsive lowest price Proposer that meets the qualifications identified in Section 1.1, entitled Qualification of Proposers. The Contractor awarded the Proposal must have satisfactory references.

3.16 Agreement

The Proposer(s) to whom or to which an award is made shall execute a written agreement to do the work in the form attached to this RFP. The award may be canceled by the City Commission and awarded to the next lowest priced responsible and responsive Proposer. If this occurs, such Proposer shall fulfill every stipulation as if it were the original party to whom or to which an award was made. The Agreement will include specific insurance, performance bond, and indemnification requirements as set forth in the attached specifications. Proposers must submit any questions, issues, or concerns with the terms, language or both in the attached Agreement by the deadline for submitting requests for interpretations.

3.17 Payment

Payment will be made when all work is completed to the satisfaction of the City Manager or designee. Successful Proposer shall submit invoices regularly, for no more than 30-day periods, as work progresses.

3.18 Audit of Contractor's Records

Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Proposer's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained by the City until resolution of audit finding. The City may also require submittal of the records, at no cost to the City, from the Proposer, any subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the Contract provisions.

Failure of the Proposer or subcontractor to comply with these requirements may result in disqualification or suspension from bidding or proposing for future contracts or disapproval as a subcontractor at the option of the City. The Proposer shall assure that a subcontractor will provide access to its records pertaining to the services upon request by the City.

3.19 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended)

Contractors who apply or submit a Proposal for an award of $100,000.00 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

3.20 City

Failure by City to respond to an inquiry shall not excuse late or incomplete submissions

3.21 Lobbyists

Pursuant to Broward County Ordinance 2011-19, Lobbyists, and any of their principals or employers attending such meeting, are required to complete a Contact Log contemporaneously with a lobbyist meeting. City of Dania Beach Code of Ordinances, Article XI, "Lobbyist Regulations," Sections 2-231 through 2-234 require Lobbyists to register with the City PRIOR to engaging in lobbyist activities within the City. Contact with personnel of the City of Dania Beach other than the City Clerk or designated representative regarding the RFP shall be grounds for elimination and disqualification from the selection process.

3.22 Omission of Details, Variances and Exceptions

The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations, corrections or both will be interpreted to mean that the Proposer meets all the requirements in every respect.

3.23 Cost and Compensation

Shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern. All costs and compensation shall remain firm and fixed for acceptance for 120 calendar days after the day of the Proposal opening. The Proposal price shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.

3.24 Performance Bond and Insurance

Upon award of a contract, the Successful Proposer, as required within the scope of the solicitation, may be required to submit performance bonds, payment bonds or both. Proposer shall provide certificates of insurance in the manner, form and amount(s) specified.

3.25 Addenda and Interpretations

Any interpretations, clarifications or additional information not disclosed in this RFP and determined to be necessary by the City in response to Proposer's questions will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City's e-Procurement Portal at https://procurement.opengov.com/portal/daniabeachfl, for all interested persons identified by the City as having received the RFP. The Proposers are required to check the site to see if there has been any addendum or addenda posted regarding this RFP. Only questions answered and information supplied by means of such Addendum or Addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect.

A. All questions requiring clarification or interpretation of the RFP documents shall be made in writing and shall be delivered to the City by Monday, September 1, 2025 , 3:00 pm

B. Any modification or interpretation of the RFP documents lies within the sole and exclusive judgment of the City or its Consultant, if so authorized by City, and shall be made in writing in the form of an Addendum or Addenda to all those who or which are recorded by the City, as having obtained a complete set of the RFP documents.

C. Interpretations or modifications of the RFP documents made in any manner other than an Addendum or Addenda issued by the City shall not be binding. All updates, clarifications, or modifications to the RFP shall be issued via written Addendum or addenda and shall be provided to all Proposers.

D. A Proposer, prior to submitting its Response, shall ascertain in writing that it has received any Addendum or all Addenda issued for the services.

E. Costs for those matters not questioned and not addressed in an Addendum or Addenda shall be the responsibility of the Proposer, and Proposer shall be responsible to include such costs in the RFP.

3.26 Non-Collusion Affidavit

Each Proposer shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Proposer to submit this document may be cause for rejection of the Proposal.

3.27 Public Entity Crimes

Each Proposal shall complete the Public Entity Crimes form. In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact

business with any public entity in excess of the threshold amount provided in Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

3.28 All Proposals

All Proposals must be submitted electronically on OpenGov." The Proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the Proposer's principal's properly written authority to such deputy or subordinate must accompany the Proposal. No Proposal will be accepted, for any reason whatsoever, which is not submitted as stated above, within the specified time. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

4. SUBMISSION OF PROPOSALS

A. Proposals must be typed or legibly printed in blue ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer should be initialed.

B. All Proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.

C. Proposals must contain a manual signature of a corporate officer or designee with the proven authority to bind the Proposer. The address and telephone number for any communications regarding the Proposal must be included.

D. Proposals shall contain an acknowledgment of receipt of all addenda.

E. Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.

F. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

G. Proposals shall be submitted to the Procurement Division on or before the time indicated in the Request for Proposals by the methods described above. City Clerk's Office staff is not responsible for the premature opening of a Proposal that is not identified.

H. In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses to it are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential, proprietary or both which may be considered exempt under Florida Statute §119.07(t).

I. All Proposals received from Proposers in response to the Request for Proposals will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.

J. The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of Proposal preparation, presentation, or both.

5. QUALIFICATIONS OF PROPOSALS

A. Each Proposer shall complete the Proposal's Qualifications Statement and submit the form with the Proposal. Failure to submit the Proposer's Qualifications Statement and the documents required under it may constitute grounds for rejection of the Proposal.

B. As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and employees, by the Broward County Sheriff's Office. Proposer's submission of a Proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.

C. No Proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, or who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible or unreliable by City. City will be the sole judge of such determination. The City reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of Contract.

D. Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

6. SCOPE OF WORK

6.1 SCOPE

A. The City of Dania Beach, Florida (the "City" or "Owner"), is actively seeking proposals from qualified firms for **Frost Park Sport Court Conversion Project (Re-issue)".** The purpose of this project is to **resurface and upgrade the sport-court facilities at Frost Park**. The project encompasses full resurfacing of courts and replacement of any sub-surface areas found to be unstable or deteriorated. The entire court area will need to be sealed, and all cracks will need to be filled prior to resurfacing. In addition, the construction of two (2) regulation tennis courts, six (6) pickleball courts, and one (1) full basketball court within the existing court footprint and improvements to adjoining pedestrian pathways and perimeter fencing.

B. **Existing Site Conditions:** Frost Park currently includes:

- Two (2) dedicated tennis courts
- One (1) tennis court also used as a temporary pickleball court
- One (1) narrow basketball court
- One (1) handball court

C. The proposed construction will occur in the same general location within the park where these current courts exist.

D. **Proposer Responsibilities:**The selected vendor shall provide all necessary labor, materials, equipment, permitting, and services to complete the project. The scope includes but is not limited to:

1. **Conceptual Design Services:**

- Develop and submit a conceptual design. This is a request of a basic conceptual site plan, not detailed architectural drawings.
- Design must consider functionality, accessibility, aesthetics, safety, and durability.
- Designs must incorporate ADA-compliant access and circulation pathways

2. **Construction Services:**

a. **Demolition and Site Preparation**

- Removal of existing courts and related infrastructure
- Grading and site preparation to support new construction.

b. **Construction of New Courts.**

- Two (2) Tennis Courts
- Six (6) Pickleball Courts

- One (1) Basketball Court

E. **Additional Site Features:**

1. **Connecting Pathways**

   - ADA-compliant asphalt pathways to provide pedestrian access to each court

2. **Fencing:**

   - Installation of fencing systems to section off courts and control access
   - Fencing shall be durable and suited for high-use recreational areas.

7. PROPOSAL REQUIRMENTS

Proposers shall, as a minimum, include the following information with the submittal of its Proposal.

A. **Executive Summary** Summarize the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

B. **Relevant Project Experience** Indicate the firm's number of years of experience in providing the services as it relates the work contemplated. Provide details of past projects, specifically those involving historic properties.

C. **Approach** Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project to include:

As a part of the response, any design plan or mockups shall be presented to the City for approval. for use in providing services to the City. Additionally, include a timeline for effectively managing and executing the work in optimum time. The City, at its discretion may allow for time extensions for unforeseen and unexpected delays. Also provide information on your firm's current workload and how this project will fit into your workload.

D. **Capabilities** Describe available facilities, technological ability and other available resources you offer for the project.

E. **References** Provide names, addresses, and telephone numbers of five (5) references who are capable of explaining and confirming the firm's capacity to successfully complete the Services sought in this RFP.

F. **Pricing** Provide a cost estimate for the Services to be provided based on the Scope of Services and the firm's proposed approach to the project.

- **Summary of Documents To Be Submitted With Proposals.** The following is a summary of documents required to be submitted for this Proposal. Failure to include a technical Proposal, cost Proposal, Proposal surety (if required below), or any other document that, by its omission, may prejudice the rights of other possible Proposers or respondents, may result in immediate rejection of a Proposal.
  The Forms are as follows:
  - Proposer's Qualifications
  - Public Entity Crimes Form (must be notarized)
  - Non-Collusion Affidavit (must be notarized)
  - Drug-Free Workplace Certification

- Acknowledgement of Addenda
- References
- Certification to Accuracy of Proposal (must be notarized)
- Affidavit of Compliance with Anti-Human Trafficking Laws (must be notarized)
- General Certificate of Insurance (COI)

- **Other forms** or **documents** which, by their nature do not impact price or the Proposer's cost of doing business should accompany the Proposal; but must be provided within three (3) business days of the City's request to be considered responsive.
  The City reserves the right to request the most recently completed audited financial statement, or other approved documentation to verify financial viability

8. EVALUATION CRITERIA RANKING

Evaluation of the responses will be conducted by an Evaluation Committee composed of City staff, or other people selected by the City Manager or designee. Responsive proposals shall be evaluated based upon the information and references contained in the responses submitted. The Evaluation Committee will evaluate all qualified, responsive proposals at duly advertised public evaluation meetings in accordance with Florida law. Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their product/service to the Evaluation Committee.

The City will utilize a Best Value Scoring process when evaluating proposals. The Best Value Scoring will require the Evaluation Committee to assign a composite score rank, based on the Committee's determination of the relative overall value of the Proposer's response. Composite scores will rank responses from 1 (1st place), 2 (2nd place), and so on, for the total number of responses under consideration. The Evaluation Committee will evaluate and rank responsive, qualified Proposals received on the basis of the criteria below:

#	CRITERIA
1	**Firm Qualifications:** Experience in field, workload of current projects.
2	**Approach:** Understanding the scope of work, ability to comply with the full scope of work, technical soundness of Proposal.
3	**Price Proposal:** Estimated total cost of project
4	**References**

9. AWARD OF AGREEMENT

Award shall be made by the City to the responsible Proposer whose Proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth below. The City of Dania Beach reserves the right to accept the Proposal as a whole, or for any component of it if it appears to be in the best interest of the City

10. PUBLIC RECORDS

If selected, the following will apply:

A. Proposer agrees to keep and maintain public records in Proposer's possession or control in connection with Proposer's performance under the Agreement. Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

B. Upon request from the City custodian of public records, Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the Agreement are and shall remain the property of the City.

D. Upon completion of the Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Proposer shall be delivered by the Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the Agreement, the Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

E. Any compensation due to Proposer shall be withheld until all records are received as provided in this RFP.

F. Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the City.

G. Section 119.0701(2)(a), Florida Statutes **IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE PROPOSER MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.**

- **Custodian of Records:** ELORA RIERA, CITY CLERK
  Mailing Address: 100 W. Dania Beach Boulevard Dania Beach, Florida 33004
  Telephone number: 954-924-9800, Ext. 3623
  Email: eriera@daniabeachfl.gov

11. INSURANCE REQUIREMENTS

Insurance

11.1 INSURANCE REQUIREMENTS

A. **Insurance Required Before Commencement of Work**: The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

B. **Insurance Requirements**: Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE SOLICITATION DOCUMENTS CONCERNING CONTRACTOR DELAY.**

C. **Required Minimum Coverages**: The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

D. **Commercial General Liability**

1. Limits of Liability (Minimum)

   - Bodily Injury & Property Damage Liability
   - Each Occurrence $1,000,000

- Policy Aggregate $2,000,000
- Personal & Advertising Injury $1,000,000
- Products & Completed Operations $1,000,000

2. Endorsements Required – Include in body of COI and/or Description of Operations
   - Annual Aggregate shall apply "Per Project/Job", if available
   - Waiver of Subrogation in favor of the City, if available
   - Insurance shall apply on a primary and non-contributory basis
   - "The City of Dania Beach, Florida" is included as "Additional Insured"
   - If Vendor's Insurance includes coverage for with an "As Required by Written Agreement/Contract" provision, then the following must be in place to establish such written agreement and trigger coverage:
     - An executed written contract between the City and Vendor including these requirements; OR
     - Statement on a Purchase Order or Invoice or other attachment thereof which includes the following verbiage:
       "Vendor will provide proof of General Liability insurance with Limits of $1,000,000 Per Occurrence/$2,000,000 General Aggregate. City is included as Additional Insured."

E. **Business Automobile Liability**

1. Limits of Liability (Minimum)
   - Bodily Injury and Property Damage
   - Combined Single Limit $1,000,000
   - Any Auto/Owned Autos or Scheduled Autos
   - Including Hired and Non- Owned Autos
   - Any One Accident
2. Endorsements Required-Include in body of COI and/or Description of Operations
   - City of Dania Beach included as an additional Insured if appropriate and available

F. **Workers' Compensation / Employers' Liability**

1. Workers Compensation Limits: Statutory - State of Florida
   - Waiver of Subrogation in favor of City, if available
2. Employers Liability Limits:

- $100,000 for bodily injury caused by an accident, each accident
- $100,000 for bodily injury caused by disease, each employee
- $500,000 for bodily injury caused by disease, policy limitWorkers Compensation must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.Contractor(s) must be in compliance with all applicable state and federal workers' compensation laws, including US Longshore and Harbor Workers Compensation Act, Jones Act (maritime), Federal Employers Liability Act (railroad), etc.In no event shall Vendor be permitted to utilize in the execution of this agreement, the following:
    i. any employee, subcontractor or subcontractor employee that is exempted or purported to be exempt from Workers' Compensation insurance coverage; or
    ii. any employee, subcontractor or subcontractor employees who will be covered by an employee leasing arrangement

G. **Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

H. **Other Conditions Required:**

- Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.
- Cancellation Requirements: Required insurance shall always be maintained while vendor is on or utilizing City premises. The above policies shall provide the City of Dania Beach with 10 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.
- Notice Requirements: If an insurable incident occurs while vendor is engaged in a City project, notification to the City is required.
- Insurance Carrier Financial Stability Requirements:
  Insurance must be provided by companies authorized to do business in the State of Florida. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.
    - The Company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management. If a company is downgraded during the agreement term, Vendor shall notify the City.

- Certificates of Insurance/Verification of Coverage: Proof of the required insurance must reflect all required insurance above will be furnished by Vendor to the City of Dania Beach Human Resources Department by Certificate of Insurance within 5 days of notification of award. All certificates (and any required documents) must be received and approved by Human Resources before any work commences to permit Vendor time to remedy any deficiencies.

  - Valid Certificates verifying coverage is in force as required above must be on file with the City at all times during contract. If the policies renew during the term of the Contract, updated Certificates verifying coverage is in force shall be submitted to the City within 10 days of expiration. Contractor and/or any Subcontractor shall not perform or continue to work pursuant to this agreement, unless all coverages remain in full force and effect; work delay is subject to provisions in this agreement. If vendor fails to provide proof of insurance within 7 days of City's receipt of notice at any time during this agreement, the City shall have the right to consider the agreement breached and therefore terminated.

  - A copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

    - **Notices/ Certificate Holder:** City of Dania Beach
      100 West Dania Beach Boulevard
      Dania Beach, FL 33004

    - City of Dania Beach **CRA (If Applicable)**
      100 W. Dania Beach Blvd.
      Dania Beach, FL 33004
      Email: Wayne Fletcher, Risk Manager

The City of Dania Beach, Florida reserves the right to review/revise, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein at the time of the insurance submission.

12. INDEMNIFICATION

GENERAL INDEMNIFICATION: Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or c). liens, claims or actions made by the Contractor or any sub-contractor under Workers' Compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney fees, incurred by the City to enforce this agreement shall be borne by the Contractor. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Successful Proposer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other related costs and expenses, even if the claim(s) is groundless, false, or fraudulent. Pursuant to Section 725.06, Florida Statutes, the indemnification required by this Section is limited to $1,000,000.00, which the parties agree bears a reasonable commercial relationship to the Agreement. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any Successful Proposer, or any of the Successful Proposer's agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the City may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the City, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Contractor and that Section 725.06, Florida Statutes, requires a specific consideration to be given. The parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is acknowledged and agreed upon, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

Upon completion of all Services, obligations and duties provided for in the Agreement, or in the event of termination of the Agreement for any reason, the terms and conditions of this provision shall survive indefinitely.

The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney fees (including appellate attorney fees) and costs.

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney fees (including appellate attorney's fees) and costs. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained in this RFP is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute Section 768.28 as amended from time to time.

13. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under the Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities under this RFP provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for in this document. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages, overtime premiums or both.

14. DEBARMENT AND SUSPENSION

Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, I; and Chapter IV,6. d and Appendix C, 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV,6. d and Appendix C,2. d. In general, an "excluded" party cannot receive a federal grant award or a contract within the meaning of a "covered transaction," to include sub-awards and subcontracts. This includes parties that receive federal funding indirectly, such as contractors to recipients and sub-recipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the federal government for purposes of the non-procurement common rule and Department of Homeland Security's implementing regulations, it does include some contracts awarded by recipients and sub-recipient.

15. SCRUTINIZED COMPANIES

Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

16. VERFICATION OF EMPLOYMENT ELIGIBILTY

Contractor represents that Contractor and each Sub-contractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

17. DELIVERIES

Any item requiring delivery by the Proposer or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the Proposal price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part of it, without obligation if delivery is not made at the time specified in the Proposal.

18. WARRANTIES

A. Successful Proposer warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Proposer is a party.

B. Successful Proposer warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

C. Successful Proposer warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

D. All warranties made by Successful Proposer together with service warranties and guarantees shall run to City and the successors and assigns of City.

19. COPYRIGHTS OR PATENT RIGHTS

The Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered, if any, as a result of this Proposal. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

20. SAFETY STANDARDS

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

21. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified in this RFP. Any of the items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City or replaced at the entire expense of the successful Contractor.

22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex, pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that it will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

23. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

The City of Dania Beach, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

24. TAXES

Successful Proposer shall pay all applicable sales, consumer use and other similar taxes required by law. The City of Dania Beach is exempt from all federal, state, and local taxes. An exemption certificate will be provided where applicable upon request.

25. PERMITS, FEES AND NOTICES

Successful Proposer shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

During the performance of the Contract, there may be times when the Contractor will be required to obtain an Owner permit for such Work, or in connection with the items or services. It is the responsibility of the Contractor to insure that it has the appropriate Owner permits as may become necessary during the performance of the Contract. Any fees related to the Owner required permits in connection with the Contract will be the sole responsibility of the Contractor. Licenses, permits, and fees that may be required by Broward County, state or federal entities are not included in the above list.

26. PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirements of the Proposal shall be just cause for cancellation of the Proposal award. The City may, by written notice to the Proposer, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

27. TERMINATION OF CONTRACT

If the successful Proposer fails to provide the Services or shall in any other manner commit a breach of the contract and fails to remedy the same within five (5) calendar days after written notice from the City, the City may terminate the contract resulting from the RFP without any further notice to the Proposer. City representatives will review the Services periodically to assure that the requirements of the contract are being met. If any portion of the Services are unsatisfactory, the Proposer shall be contacted, and the discrepancies corrected at no additional cost to the City.

28. TERMINATION OF CONTRACT FOR CONVENIENCE

The contract may be terminated for convenience by City upon fifteen (15) days' advance written notice to Proposer (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Proposer shall be paid for all acceptable Services performed prior to termination and shall not be entitled to any other costs, fees or payments.

29. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Proposer shall fail to fulfill in a timely and proper manner its obligations under the contract, or if the Proposer shall violate any of the provisions of the contract, the City may upon written notice to the Proposer, terminate the right of the Proposer to proceed under the contract, or as to such part or parts of the contract for which there has been a default, and may hold the Proposer liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed Services performed by the Proposer under the contract shall, at the option of the City become the City's property and the Proposer shall be entitled to receive equitable compensation for any Services completed to the satisfaction of the City. The Proposer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Proposer, and the City may withhold any payments to the Proposer for the purpose of set-off until such time as the amount of damages due to the City from the Proposer can be determined

30. SUCCESSORS AND ASSIGNS; ASSIGNMENT; SUBLETTING

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the contract. Neither party to the contract shall assign it or sublet it or any portion of it, without the advance written consent of the other.

31. EMPLOYEES OF THE PROPOSER

A. Proposers shall only designate employees who are sufficiently skilled to provide the required services specified in the RFP. Any person employed to provide the Services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to the Services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Proposer from performing the Services. Any interference with, or any abusive or threatening conduct toward any City representative, City assistants or inspectors by the Proposer, its employees or agents, or any member of the public shall be grounds for the City to terminate the contract and re-let the Services. The Proposer shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Services areas where Services are conducted in an acceptable and safe condition.

B. Proposer agrees that it or its officers, if a corporation or other legal entity, shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

32. OTHER GOVERNMENTAL ENTITIES

If a Proposer is awarded a contract as a result of this RFP, Proposer will, if Proposer has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the RFP and resulting contract.

33. UNBALANCED PROPOSAL PRICING

When a unit price proposed has variable or estimated quantities, and the Proposal shows evidence of unbalanced Proposal pricing, such Proposal may be rejected.

34. INFORMATION REQUESTS AFTER DUE DATE

Pursuant to Florida Statutes Section 119.071 sealed Proposals or Proposals received by an agency pursuant to Invitations to Proposal or requests for Proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to Florida Statutes §119.071(1) (b) (2), or within 30 days after Proposal/Proposal opening, whichever is earlier.

35. BUDGETARY CONSTRAINT

In the event the City is required to reduce contract costs due to budgetary constraints, all Services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

36. CONTINGENT FEES PROHIBITED

The Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-contractor, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

37. CONE OF SILENCE

37.1 Definitions

"Cone of Silence," as used in this solicitation, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("ITB") or bid, between: a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and: a City Commission member, City's professional staff including, but not limited to, the City Manager and her staff, or any member of the City's Evaluation Committee.

37.2 Restriction; Notice

A Cone of Silence shall be imposed upon this RFP upon the advertisement of the RFP. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

37.3 Termination of Cone of Silence

The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes her written recommendation of award to the City Commission. However, if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

37.4 Exceptions to Applicability

The provisions of this section shall not apply to:

- Oral communications at pre-bid conferences;
- Oral presentations before the Evaluation Committee;
- Public presentations made to the City Commission members during any duly noticed public meeting;
- Communications regarding the RFP between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Procurement and Contract Services Agent or City employee designated as responsible for administering the procurement process for the RFP, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- Communications with the City Attorney and her staff;
- Duly noticed site visits to determine the competency of a Proposer regarding the ITB during the time period between the opening of Proposals and the time the City Manager makes a written recommendation;

- Any emergency procurement of goods or services pursuant to City Code;
- Responses to the City's request for clarification or additional information;
- Contract negotiations during any duly noticed public meeting;
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and staff are in writing or are made at a duly noticed public meeting.

37.5 Penalties

Violation of this section by a particular Proposer shall render any ITB award or contract to the Proposer voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this ITB, violation of any provision of this section by a City employee may subject the employee to disciplinary action.

Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

38. SPECIAL CONDITIONS

38.1 INTERPRETATION AND CLARIFICATION OF BIDDING DOCUMENTS

A. All questions requiring interpretation or clarification of the bidding documents shall be submitted to the project's Q&A in the portal **by Monday, September 1, 2025 at 3:00 pm.** Questions received after this time will not be addressed.

B. Interpretations or modifications of the bidding documents made in any manner other than Addendum or Addenda issued by the City shall not be binding and shall have no effect.

C. The Bidder, prior to submitting a bid, shall acknowledge any Addendum or Addenda issued by the City for this Project.

D. Costs for those matters not questioned and not addressed in an Addendum or Addenda, shall be the responsibility of the Bidder, and Bidder shall be responsible to include such costs within the submitted Bid.

E. **Proposers shall use the Bid Document Forms furnished in the RFP**.

F. In the event of a mathematical error in the extension of any unit price, or addition of total price, the unit price shall prevail.

G. **Insurance Coverage**: Bidders who are responding to the Request for Proposal ("RFP") **MUST** comply with all of the Insurance Requirements specified in the General Terms and Conditions of the Bid Documents and the Agreement upon award to the successful Bidder.

38.2 QUALIFICATION OF PROPOSERS

A. **Bidders' Qualifications**: The Bidder shall complete the Bidders' Questionnaire Section, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder to be non-responsible.

B. **Certified Financial Statement**: If requested by the Owner, the Bidder shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.

C. **Disqualification**: A Bidder shall be disqualified and its unopened Bid shall be rejected by the City for any one or more of the following reasons:

1. Reason to believe that collusion exists among the Bidders.
2. The Bidder is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
3. The Bidder has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.

4. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.

5. Untimely bids shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid receipt documented by the City Clerk's office shall determine the timeliness of the Bid.

D. **Non-responsible Bidder**: A Bidder may be determined by the Owner to be "non-responsible" once Bids are opened, and a Bid may be rejected for any one or more of (but not limited to) the following reasons:
Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources.
The Bidder's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.
The appearance of an unbalanced Bid, as determined by the Owner.
If the Bidder makes one or more false statements or provides false information in connection with any portion of the bidding documents.
If the Bidder fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

E. **Non-responsive Bidder**: A Bidder may be deemed to be non-responsive and a Bid may be rejected for any of, but not limited to, the following reasons:

1. If the Bidder fails to submit a complete Bid, including but not limited to, submitting evidence of all insurance coverages required by the Bid and the Contract Documents.

2. If the Bidder fails in any way to abide by any of the provisions of the Contract Documents.

38.3 BILLING PROCEDURE

The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Public Services Department
Attn: Fernando Rodriguez
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

The City will pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to adjustments as provided in the Contract Documents, the amounts equal to the sum of the

unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Contract amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Contract. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

38.4 PROGRESS PAYMENTS

The Contractor may requisition payments for work completed during the project at intervals of not more than once a month. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with properly executed Releases of Liens by all subcontractors, suppliers and materialmen who were included in the Contractor's current and previous applications for payment and any other supporting documentation as may be required by the City or Contract Documents. The City shall make payment to the Contractor within thirty (30) calendar days after approval of the Contractor's requisition for payment.

Five percent (5%) of all monies earned by the Contractor shall be retained by the City until the work is totally completed as specified and accepted by the City.

The City may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

A. Defective work not remedied.

B. Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.

C. Failure of the Contractor to make payment to subcontractors or suppliers for materials or labor.

D. Damage to another Contractor not remedied.

E. Liability for liquidated damages that has been incurred by the Contractor.

F. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.

G. Reasonable evidence that the work will not be completed within the Contract Time.

H. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the Contractor provides a surety bond or consent of surety satisfactory to the City, which will protect the City in the amount withheld, payment may be made in whole or in part.

39. PROPOSER SUBMISSIONS

1 PROPOSER QUALIFICATIONS

Note: Information requested in the RFP and submitted by Proposers will be analyzed by the City of Dania Beach and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the successful Bidders in the sole opinion of the City of Dania Beach can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms or conditions that are in conflict, the most stringent requirement shall apply.

1.1 Please upload your cost proposal here. *
*Response required

1.2 Please upload your proposal response here. *
This should include all items outlined in Section 7 Proposal Requirements.

*Response required

1.3 Authorized representative contact information?*
Please include the name, title, phone and email of the authorized representative

*Response required

1.4 Entity type?*
☐ Corporation
☐ Partnership
☐ Individual
☐ Other (specify below)
*Response required

1.5 If you selected other please specify:

1.6 If you selected corporation please enter date of incorporation and state in which incorporated:

1.7 If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State
☐ Please confirm

1.8 Please include the name and title of Principal Officers and the date they were elected:*
*Response required

1.9 How many years has your organization been in business?*
Enter years

*Response required

1.10 The length of time (continuous) in business in Florida:*
Enter years

*Response required

1.11 Please upload a copy of a county or municipal Business Tax Receipt*
*Response required

1.12 Please upload the Resumes of key personnel who will be assigned to Project Work and a description of the role of each person within the company*
*Response required

1.13 Have you ever failed to complete any work awarded to you?*
☐ Yes
☐ No

*Response required

When equals "Yes"
1.13.1 If yes, please explain below*
*Response required

1.14 Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?*
☐ Yes
☐ No

*Response required

When equals "Yes"
1.14.1 If yes, please explain below*
*Response required

1.15 Within the last five years, have you ever had a performance, payment or bid bond called?*
☐ Yes
☐ No

*Response required

When equals "Yes"
1.15.1 If yes, please explain below*
*Response required

1.16 Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?*
☐ Yes
☐ No

*Response required

When equals "Yes"
1.16.1 If yes, please explain below*
*Response required

1.17 Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?*

☐ Yes
☐ No

*Response required

When equals "Yes"
1.17.1 If yes, please explain below*
*Response required

1.18 Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than $100,000?*

☐ Yes
☐ No

*Response required

When equals "Yes"
1.18.1 If yes, please explain below*
*Response required

1.19 Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?*

☐ Yes
☐ No

*Response required

When equals "Yes"
1.19.1 If yes, please explain below*
*Response required

1.20 Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted or fined for any criminal activity within the last five years?*

☐ Yes
☐ No

*Response required

When equals "Yes"
1.20.1 If yes, please explain below*
*Response required

1.21 Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.21.1 If yes, please explain below*

*Response required

1.22 Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.22.1 If yes, please explain below*

*Response required

1.23 Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.23.1 If yes, please explain below*

*Response required

1.24 Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.24.1 If yes, please explain below*
*Response required

2 Commercial/Government References

Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years

2.1 Reference 1*
Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.2 Reference 2*
Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.3 Reference 3*
Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.4 Reference 4*
Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.5 Reference 5*
Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

3 BIDDER'S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

3.1 List below all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.*
*Response required

3.2 Have you personally completed a plan for performance of the work?*
*Response required

3.3 Have you ever failed to complete work awarded to you?*
☐ Yes
☐ No

*Response required

When equals "Yes"
3.3.1 If so, when, where and why?*
*Response required

3.4 What equipment do you own that is available for work?

3.5 Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity?*

*Response required

3.6 How many employees (Contractors only) will be assigned to perform the services?*

*Response required

3.7 How many supervisors will be assigned to perform the services?*

*Response required

3.8 Will personnel be part of a regular crew assigned to perform the services? *

☐ Yes

☐ No

*Response required

3.9 Will you be able to provide service for emergency situations? *

☐ Yes

☐ No

*Response required

When equals "Yes"

3.9.1 If so, how much notice is required?*

*Response required

3.10 What equipment do you own that is available to complete the Project?*

EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS AND SHIELDS INSTALLED AND FUNCTIONING AT THE TIME OF WORK.

*Response required

3.11 Please attach copies of any licenses, awards, certificates, etc., that you may have.

4 REQUIRED FORMS

4.1 Will you be utilizing Surety2000 Bid Bond verification?*

Select no if uploading your bid bond

☐ Yes

☐ No

*Response required

When equals "Yes"

4.1.1. Surety2000 Bid Bond*

Please enter your Bid Bond information from Surety2000 below.

*Response required

When equals "No"

4.1.2 Bid Security*

Please download the below documents, complete, and upload.

- BID_BOND.pdf

*Response required

4.2 DRUG-FREE WORKPLACE CERTIFICATION*

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

D. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

By confirming I certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in letters (A) through (F) above.

☐ Please confirm

*Response required

4.3 Affidavit of Compliance with Anti-Human Trafficking Laws*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- Anti-Human_Trafficking_Exhi...

*Response required

4.4 Public Entity Crimes Form*
Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- City_of_Dania_Beach_Florida...

*Response required

4.5 Non Collusion Affidavit*
Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- Non_Collusion_Affidavit.pdf

*Response required

4.6 Acknowledgment of Addenda*
Please download the below documents, complete, and upload.

- Acknowledgment_of_Addenda.pdf

*Response required

4.7 Certificate of Accuracy of Proposal*
Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- Certification_to_Accuracy_o...

*Response required

4.8 Please upload your company's Certificate of Insurance (COI)*
A general certificate of insurance should be uploaded in this section. If you are selected, you will be required to provide a corrected certificate of insurance with updated dates and additionally insured.

*Response required

Franky Lazo
Deputy Director of Parks and Recreation - City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, Florida 33004
954-924-6800 X 3730

Date: **10/3/2025**

CITY OF DANIA BEACH CONSTRUCTION PROPOSAL:

PROJECT: **FROST PARK - Sports Court Renovations**
LOCATION: **100 W Dania Beach Blvd Dania Beach Florida 33004**

Upon review of the bid documents, for the above referenced project, **Custom Pickleball Courts, LLC** present the following scope of work and pricing.

1 BID DOCUMENTS:

1 Site Visit

2 PROJECT DESCRIPTION:

1 Resurface two (2) Tennis Courts, convert one (1) Tennis Court into 6 Pickleball Courts, and one (1) Full Court Basketball Court

3 SCOPE OF WORK

1 Custom Pickleball Courts shall provide the materials, labor, and equipment as required, to perform the following construction services:

A PERMITTING

1 Pull all necessary permits for this scope of work. Permitting cost / Testing fees/ Inspection fees not included and will be billed as actual.
Assume 10% of total.

B SITE PREPARATION

1 Remove and Dispose Handball Wall.
2 Remove and Dispose Basketball Hoop Systems.
3 Remove and Dispose Tennis Post Net Systems.
4 Saw Cut 7,686 SF as follows: 2,970 SF on North end, 1,746 on East end, and 2,970 SF on South end.
5 Grading and replacement of 7,686 SF of New Virgin Asphalt.
6 ADA compliant asphalt pathways to provide equestrian access to courts.

C **TENNIS COURT RESURFACING**

1 Repair cracks up to 1,000 SF (Combined across the entire footprint including basketball and tennis) with Riteway Crack Repair System.
2 Surface the entire court area (approximately 120' x 120') using Laykold (or equivalent) materials with a three-coat system consisting of one coat of acrylic resurfacer and two coats of colored paint.
3 Layout and stripe the tennis courts to meet USTA standards, install two (2) sets of poles, two (2) tennis nets with center straps to leave the courts ready for play.
4 City of Dania Beach will choose up to two paint colors for the courts.

CPC not responsible for damage to sod, landscaping, sidewalk, or pavers due to access.

D **PICKLEBALL COURT RESURFACING**

1 Surface the entire court area (approximately 100' x 110') using Laykold (or equivalent) materials with a three-coat system consisting of one coats of acrylic resurfacer and two coats of colored paint.
2 Layout and stripe the pickleball courts to meet USA Pickleball standards, provide six (6) sets of poles, six (6) pickleball nets with center straps to leave the courts ready for play.
3 City of Dania Beach will choose up to two paint colors for the courts.

CPC not responsible for damage to sod, landscaping, sidewalk, or pavers due to access.

E **BASKETBALL COURT RESURFACING**

1 Surface the entire court area (approximately 50' x 100') using Acrylic materials with a three-coat system consisting of one coat of acrylic resurfacer and two coats of colored paint.
2 Layout and stripe one (1) basketball court to meet Junior High School Standards, provide two (2) Dominator 724-AA basketball systems to leave the courts ready for play.
3 City Of Dania Beach will choose up to two paint colors for the courts.

CPC not responsible for damage to sod, landscaping, sidewalk, or pavers due to access.

F **FENCING**

3 Furnish and install ~310 LF of 4' galvanized chain link fence to separate courts (Interior Dividers).
3" OD terminal poles, 2 1/2" OD line poles, 1 5/8" OD Top, SCH 40 gauge posts and SCH 20 Gauge Rails x 1 3/4" galvanized chain link fence mesh with top and bottom rail.

4 **Base Contract and Add on Options:**

Tennis, Basketball, Pickleball Courts Resurfacing, and Fencing	**$**	**171,513**
ADD ALTERNATE # 1 - Saw Cut and remove and replace Fencing 10' Chainlink ~ 60 LF	**$**	**4,488**

NOTE: ALL PRICING OUTLINED IN THIS PROPOSAL IS VALID FOR PROJECTS COMMENCING IN 2025. SHOULD THE PROJECT BEGIN IN 2025 AND EXTEND TO 2026, THE RATES AND MATERIAL COSTS STATED HEREIN WILL BE HONORED THROUGH COMPLETION. IF THE PROJECT IS DELAYED AND COMMENCES IN 2026, THE PACKAGE PRICE IS SUBJECT TO A 7% INCREASE TO ACCOUNT FOR PEOJECTED MATERIAL AND LABOR ADJUSTMENTS.

5 **PAYMENT**

40% deposit upon proposal acceptance
30% upon asphalt placement
20% upon painting of courts
10% upon completion

6 TERMS AND CONDITIONS

1. This contract is agreed upon by all parties, with any modifications or deviations requiring written approval and signatures from all parties involved.
2. Work will not commence without a signed proposal and deposit. The quote provided excludes engineering layout, shop drawings, testing, as-builts, dumpster or disposal fees, or bonding unless otherwise specified in the scope of work.
3. Custom Pickleball Courts, LLC cannot guarantee elimination of standing water, pre-existing cracks, or defects. The customer must provide water, electricity, and necessary hookups at no cost to the contractor.
4. Custom Pickleball Courts, LLC is not responsible for damage to irrigation systems, underground utilities, or surrounding areas during the construction process. The customer is responsible for providing stable access to the court.
5. Upon job completion, Custom Pickleball Courts, LLC will clean up all debris, materials, and trash. The customer must provide a wash-down area for equipment and containers. Custom Pickleball Courts, LLC will make efforts to protect surrounding areas but is not responsible for paint residue or damage to grass in the staging area.
6. Custom Pickleball Courts, LLC is not responsible for damages caused by pedestrians breaking through barricaded areas, trespassing, or tracking materials.
7. A 2% interest rate per month applies to past-due balances. Deposits are non-refundable upon contract cancellation by the client.
8. Custom Pickleball Courts, LLC reserves the right to withdraw the proposal before work commencement due to unforeseen cost increases.
9. Certificates of insurance will be provided upon request before work commencement. Additional mobilization charges apply for resurfacing/maintenance and paving/grading.
10. This contract serves as a legally binding attachment to any agreement between Custom Pickleball Courts, LLC and the financially responsible company. Written and signed agreements are required for any deviations or modifications to the contract.
11. Custom Pickleball Courts, LLC is not responsible for damages to the court area and facilities beyond its control. The customer has 7 days after project completion to request resolution of punch list items; otherwise, the project is deemed acceptable, and payment is due as per contract terms.
12. Custom Pickleball Courts, LLC may pass on additional costs via change orders due to inflation, labor shortages, or material cost increases. Change orders will be issued and disclosed as soon as possible.
13. In case of non-payment, Custom Pickleball Courts, LLC has the right to file a lien against the property. No further work will be scheduled if installment payments are not made as specified.
14. If necessary, the customer agrees to pay reasonable attorney fees for securing payment according to this agreement. In the event of litigation, the prevailing party is entitled to collect attorney's fees and litigation costs from the opposing party.
15. If disputes arise between the parties, they agree to resolve the issue through mediation or arbitration, with the mediator or arbitrator chosen by mutual consent. The parties agree that mediation or arbitration shall be binding and conducted according to the rules and procedures agreed upon by both parties.
16. Interest of 2% per month will be charged on accounts past due.

7 **GUARANTEE**

1 Custom Pickleball Courts, LLC guarantees workmanship and materials for one (1) year from the date of completion.

2 The guarantee excludes normal wear and tear, physical abuse, neglect, and any conditions beyond our control, such as: a. Sub-base settling b. Structural cracks c. Asphalt shrinkage cracks d. Hydrostatic pressure or water vapor pressure bubbles e. Weed or grass intrusion

3 Existing cracks may reappear at any time.

4 Proper tennis shoes must be worn on the court. The guarantee does not cover damage caused by certain sneakers, street shoes, dark-soled shoes, skateboards, rollerblades, or other items that may scuff or damage the surface.

5 The guarantee becomes void if the owner fails to comply with the payment schedule.

Should you have any questions regarding our scope of work, please give me a call at **917.213.7676** We look forward to the opportunity of working with your team in the successful completion of this project.

Sincerely,

Lonny Anger
President

This quote is valid for 30 days.

City of Dania Beach
Community Development Memorandum

DATE: 10/28/2025

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director
Claudia Viviana Batista, Planning & Zoning Manager
Alejandra Cuervo, Planner

SUBJECT: **OT-019-25:** The property owners, Tammie and Ellis James, are requesting a Waiver of Replat approval for vacating the northern 100 feet of NW 12*th* Avenue.

Request:
WAIVER OF REPLAT
To waive the replating requirement for a Vacation Right-of-Way; Land Development Code requires easement and streets to be vacated by establishment of a new Plat, per Section 655-30(D).

PROPERTY INFORMATION

EXISTING ZONING:	Neighborhood Residential (NBHD-RES)
LAND USE DESIGNATION:	Regional Activity Center (RAC)
SITE ACREAGE:	0.139-acre (6,031 SF) Net/
EXISTING USE:	Dead end road
VIOLATIONS ON PROPERTY	No open violations on this property.

Background:
The applicant is requesting for the City to vacate a 70-foot-wide strip of land that is a Right-of-Way (ROW) located east of the property for a total of approximately 100 linear feet.

The City's Land Development Code (LDC), Section 655-30(D) states that "no platted street, alley or other property dedicated to the public use shall be vacated or abandoned except by a new plat submitted to and approved by the City Commission, showing the condition of the area after such vacation and abandonment; however, if it is determined by the City Commission that the submission and approval of such new plat would cause an undue hardship to the property owner requesting such a vacation or abandonment, the submission and approval of such new plat may be waived by the City Commission."
Replating the property would require amending the Plat for the entire neighborhood, which includes 25 residential homes. The associated Vacation application affects one home within the

plat. Therefore, replating is unnecessary.

This application will be followed by the second reading of the Vacation application which required the Planning and Zoning Board recommendation.

Comprehensive Plan
This application supports the associated Vacation application which implements the City's Comprehensive Plan by furthering the following goals:

Housing and Neighborhood Element

- **Goal 2.2** Too assure citizens have decent, safe, resilient and sanitary housing in neighborhood environments that are attractive, secure, and free from urban blight.
- **Policy 11.1.1.2** The City will continue to respect the judicially acknowledged and constitutionally protected right of a property owner to physically possess and control their interests in the property, including easements, leases, or mineral rights.
- **Objective 2.2.1** To maintain the integrity of existing residential neighborhoods and to promote their preservation and rehabilitation.

Staff Analysis
The requested Waiver of Replat application has been reviewed by the Planning and Zoning Division. As part of the review process, the Division consulted with the Broward County Planning Council to confirm whether replating of the subject property would be required. Broward County has verified that the proposed roadway vacation does not necessitate replating. This request and the associated Vacation application supports the provision of decent, safe, resilient, and sanitary housing for residents, while promoting neighborhood environments that are visually appealing, secure, and free from conditions of urban blight.
Staff finds the Vacation application affecting one (1) home and should not require replating for the entire neighborhood.

City Commission Previous Action
On September 25, 2025, the City Commission continued this item to October 28, 2025 to allow St. Ruth's time to seek legal representation.

Budgetary Impact
None

Recommendation
Based on the staff analysis above, Community Development staff is recommending approval of the resolution to waive the replating requirement from Code Sec. 655-30(D).

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE REQUIREMENTS OF SECTION 655-40, OF THE LAND DEVELOPMENT CODE (LDC) APPROVING THE WAIVER OF REPLAT REQUEST (OT-019-25) SUBMITTED BY THE PROPERTY OWNER, TAMMIE AND ELLIS JAMES, FOR THE PROPERTY GENERALLY LOCATED EAST OF 255 NW 12TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 28, Land Development Code (the "LDC"), Part 6 "Development Review Procedures and Requirements," Article 655, "Vacations of Right-of-Way," states that no platted street alley or other property dedicated to the public use shall be vacated or abandoned except by a new plat submitted to and approved by the City Commission, unless the City Commission waives the requirement of a new plat; and

WHEREAS, the property owner, Tammie and Ellis James, (the "Applicant"), has requested a waiver of replat (OT-019-25) approval in order to submit an application to vacate approximately 100 linear feet of dedicated City right-of-way located to the east of 255 NW 12th Avenue, for a total of approximately 100 linear feet, as legally described in Exhibit "A," a copy of which is attached to this Resolution; and

WHEREAS, the request is consistent with Section IV of the Future Land Use Element of the City of Dania Beach Comprehensive Plan (the "FLU Element"), titled "IV. Requirements for Future Land Use Goals, Objectives and Policies"; and

WHEREAS, the request more particularly furthers Objectives V, Policy 5.3 of the FLU Element to "[…] streamline the development approval process where practical"

WHEREAS, this request will allow for the enhancement of the use and maintenance of the area; and

WHEREAS, the City will vacate the dead-end of NW 12th Ave right-of-way and will dedicate the area to the adjacent property owner to the west (the applicant)

WHEREAS, Section 655-30(D)of the LDC allows the City Commission to waive the submission and approval of a new plat for a vacation of right-of-way if it would cause undue hardship to the property owner; and

WHEREAS, the property owner has provided evidence and statements demonstrating undue hardship, which are incorporated into the Staff Report for this vacation request (OT-019-15); and

WHEREAS, pursuant to the criteria of Section 655-30(D) of the LDC, the City Commission finds that replatting would cause undue hardship to the property owner; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the City's LDC; and

WHEREAS, the City Commission finds that approval of the requested waiver of replat (OT-019-25) is consistent with the LDC and Comprehensive Plan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct, and they are made a specific part of this Resolution.

Section 2. That the waiver of replat application (OT-019-25), a copy of which is attached as composite Exhibit "A," is made a part of and incorporated into this resolution by this reference, is approved.

Section 3. That the City's Staff Report is ratified and confirmed as being true and correct and is made a specific part of the resolution as findings of fact.

Section 4. That this resolution only allows the Applicant to submit and process an application to vacate the right-of-way without the need to replat the subject property but does not grant the vacation itself nor constitute the approval of such vacation.

Section 5. That the issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency or undertake actions that result in a violation of state or federal law.

Section 6. That all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict.

Section 7. That this resolution shall be in force and take effect ten (10) days after its passage and adoption.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____ _____

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A

WAIVER APPLICATION

City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

RECEIVED
JUN 02 2025

- ☐ **Administrative Variance**
- ☐ **Land Use Amendment**
- ☐ **Plat**
- ☐ **Rezoning**
- ☐ **Site Plan**
- ☐ **Special Exception**
- ☐ **Variance**
- ☐ **Other:** Waiver of Re plat *(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)*

Date Rec'd: _____

Petition No.: OT-019-25

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and **"Required Documentation"** checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: SE 3 Avenue

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: 33-50-42 The E 35' OF E 1/2 OF SE 1/4 OF SE 1/4 OF NE 1/4

Folio Number(s): 5042-33-46-0280 Legal Description: _____

Applicant/Consultant/Legal Representative **(circle one)** Ellis & Tammie James

Address of Applicant: 255 NW 12th Avenue Dania Beach FL, 33004

Business Telephone: 954-608-1111 Home: _____ Fax: _____

E-mail address: tammiefJames@aol.com

Name of Property Owner: Ellis & Tammie James

Address of Property Owner: 255 NW 12th Avenue Dania, Beach, FL 33004

Business Telephone: 954-608-1111 Home: _____ Fax: _____

Explanation of Request: Waiver of re plat for Vacation
*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code.***

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: Jammie James
(Owner / Agent signature*)

BEFORE ME THIS 03 **DAY OF** 03 **, 20**25

By: Jammie James
(Print name of person acknowledging)

Jammie James
(Joint owner signature if applicable)

Notary Anastacia Hughes

(Signature of Notary Public – State of Florida **)**

ANASTACIA RENEE HUGHES
MY COMMISSION # HH 497457
EXPIRES: February 27, 2028

Personally known ✓ **or Produced Identification** _____

Type of identification produced: _____ **or Drivers License** _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF BEFORE PROCESSING OCCURS.

City of Dania Beach
APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

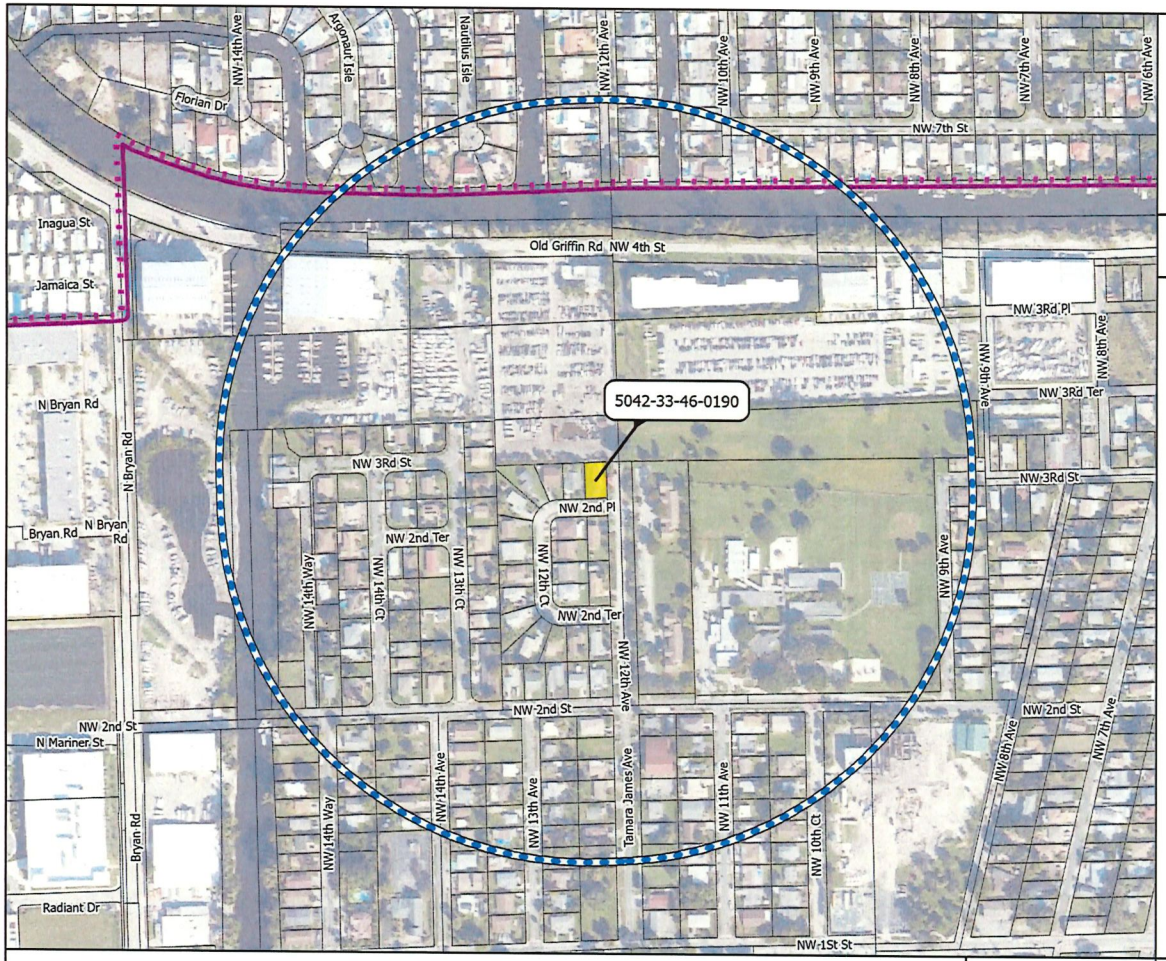
The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State statutes and the Dania Beach Land Development Code. Should any applicant have more than one type of request submitted to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board, City Commission, or both. It is the obligation of each applicant to review the appropriate City Codes and design standards related to the proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = $4,000.00 plus $5.00 per flex, reserve or LAC/RAC unit or hotel room or $100 per acre or portion of such area *Includes Staff processing, 2 review cycles, advertising and notice costs*
Change of Land Use	Filing fee = $7,000.00, plus $500.00 per acre or portion of area *Includes Staff processing, 2 review cycles, advertising and notice costs*
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - $2,600.00 Greater than 2 acres - $6,200.00 *Includes Staff processing, 2 review cycles, advertising and notice costs*
Zoning Code Text Amendment	Changing the list of Permitted Uses - $6,000.00 General Text - $2,000.00
PLAT	(Perimeter) Filing fee = $3,000.00 plus $50.00 per acre or portion of such area (Subdivision) Filing fee = $3,000.00 plus $100 per acre or portion of such area **Cost Recovery Fee: $10,000.00** *Includes Staff processing, 2 review cycles, advertising and notice costs*
Delegation Request	**$1,500.00** **Cost Recovery Fee: $10,000.00** *Includes Staff processing, 2 review cycles, advertising and notice costs*
SITE PLAN	
Site Plan	**Filling Fee: $3,000.00** **Plus,** retainer for staff/consultant review, administrative and notice costs as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code) **Cost Recovery= $10,000.00** **Fire Plan Review Fee: $1,120.00** **Minimum fee: $14,120.00** *Includes Staff processing, two (2) review cycles, advertising and notice costs*
Site Plan Revisions	**Filling Fee: $1,500.00** Fire Plan Review Fee: **$200.00** **Cost Recovery Fee: $10,000.00** *Two (2) review cycles.* *(Plus, fee for each associated variance as listed in the fee schedule and cost as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code)*
Extension of Approval(s) (Site plan, variance, special exception requests)	$1,250.00 – Single Extension (**PLUS**) an additional $ 250.00 for each associated approval

City of Dania Beach
APPLICATION TYPE AND FEE SCHEDULE

SPECIAL EXCEPTION	
SPECIAL EXCEPTION	Filing fee = $4,000.00 *Includes Staff processing, 2 review cycles, advertising and notice costs*
Additional Resubmittal (In addition to the standard (2) review cycles)	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	$ 350.00
Administrative, all other	$ 700.00
Single Family/Community Facility	$ 500.00
Duplex & Triplex	$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	$2,500.00
Nonres. (per variance), Wall Signs, Monument Signs, Pole Signs (As permitted)	$2,000.00
Appeal (single family & comm fac)	$ 700.00
Appeal (all other uses)	$2,000.00
Dumpster Appeal to Com. Dev. Dir.	$ 200.00
Dumpster Appeal to City Com.	$ 500.00
Alcoholic Beverage Variance	$1,400.00
Mobility Application	$1,400.00
Traffic-way Waiver	$4,000 .00
Vacation – Road/Easement	$3,500.00
Alcohol Beverage Variance	$1,400.00
Alcohol Extended Hours License Application	$2,400.00
Alcoholic Beverage Waiver	$1,000.00
Zoning Review: State Liquor License	$ 125.00
Outdoor Seating/Dinning	$ 100.00
Assisted Living Facility	$ 100.00
CRA Grant Application	$ 250.00
UNSPECIFIED	$ 500.00 (**PLUS** any outside costs incurred by the city as per "Section 685-10 Cost Recovery for Development Review" of the land Development Code)
Zoning Information Letter	$ 300.00
Certificate of Use- Residential	$ 50.00
Super Graphic	$ 250.00

Revised – 02-24-21 as per City Commission Approval Resolution #2021-021



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Location Map

APPLICATION:
OT-019-25

FOLIO:
5042-33-46-0190

ADDRESS:
255 NW 12th Ave

REQUEST:
Waiver of Replat

Legend

- Dania Beach Boundary
- Parcels
- 1,000 ft Buffer
- CRA Boundary
- Proposed Parcel

N

Date: 6/10/2025

When Printed on 8 1/2" x 11"
1 inch equals 400 feet

0 200 400 600 Feet

Florida Technical Consultants

Cuervo, Alejandra

From: Lajoie, Corinne
Sent: Wednesday, June 11, 2025 2:58 PM
To: Cuervo, Alejandra
Cc: Batista, Viviana Claudia
Subject: FW: replating?

Please add this email to the paper file.
Thank you.

Corinne Lajoie, AICP, Deputy Director
clajoie@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd, Dania Beach, Fl, 33004
Phone: 954924.6800, x3704

R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

Please note: Florida has a very broad public records law. Most written communications, including emails, to or from City officials regarding City business are public records and may be subject to public disclosure.

From: Blake Boy, Barbara <BBLAKEBOY@broward.org>
Sent: Wednesday, June 11, 2025 2:55 PM
To: Lajoie, Corinne <clajoie@daniabeachfl.gov>
Cc: Teetsel, Dawn <DTEETSEL@broward.org>; Von Stetina, Deanne <DVONSTETINA@broward.org>
Subject: RE: replating?

CAUTION: This email originated from outside the City of Dania Beach. Do not click links or open attachments unless you recognize the sender **and** expect the content.

This message needs your attention

- No employee in your company has ever replied to this person.

Mark Safe | Report

Powered by Mimecast

Hi Corinne—
Roadway vacations do not trigger (re)platting.

I hope that is helpful.
Barbara

Barbara Blake Boy, Executive Director
115 South Andrews Avenue, Room 307
Fort Lauderdale, Florida 33301
954.357.6982 (direct) www.broward.org/planningcouncil

Visit Us: BROWARDNEXT

The Planning Council offices are open Monday through Friday. I am in the office every Monday through Thursday from 7:00 a.m. to 5:00 p.m.

From: Teetsel, Dawn <DTEETSEL@broward.org>
Sent: Wednesday, June 11, 2025 2:23 PM
To: Blake Boy, Barbara <BBLAKEBOY@broward.org>
Subject: FW: replating?

Dawn Teetsel, Director of Planning
115 South Andrews Avenue, Room 307
Fort Lauderdale, Florida 33301
954.357.7571 (direct) www.broward.org/planningcouncil

Visit Us: BROWARDNEXT

From: Lajoie, Corinne <clajoie@daniabeachfl.gov>
Sent: Tuesday, June 10, 2025 4:52 PM
To: Teetsel, Dawn <DTEETSEL@broward.org>
Subject: replating?

External Email Warning

This email originated from outside the Broward County email system. Do not reply, click links, or open attachments unless you recognize the sender's email address (not just the name) as legitimate and know the content is safe. Report any suspicious emails to ETS Security by selecting the Report Suspicious or Report Phish button.

Report Suspicious

Good afternoon.

I hope you are well and staying cool, summer is definitely here!

I have a residential property owner who is requesting a roadway vacation in front of her home at 255 SW 12 Avenue. My City Attorney would like to get confirmation from the County that replating of the property is not required by the County before the Dania Beach City Commission waiver the City's replating requirement. This City

has granted waivers of replat many times before, but my new City Attorney would like confirmation from the County this time. Can you please assist me with this?

I very much appreciate any assistance you can provide.

Corinne Lajoie, AICP, Deputy Director
clajoie@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd, Dania Beach, Fl, 33004
Phone: 954924.6800, x3704

R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

Please note: Florida has a very broad public records law. Most written communications, including emails, to or from City officials regarding City business are public records and may be subject to public disclosure.

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

Order ID: 7868188

* Agency Commission not included

GROSS PRICE * : **$251.10**

PACKAGE NAME: SSC_Notice of Public Meeting

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com, Classified.ss.com_Legal
AdSize(s): 2 Column
Run Date(s): Thursday, September 11, 2025
Zone: Full Run
Color Spec. B/W

Preview

Order ID: 7868188

* Agency Commission not included

GROSS PRICE * : $251.10

PACKAGE NAME: SSC_Notice of Public Meeting

NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Thursday, September 25, 2025
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: OT-019-25: The property owners, Tammie and Ellis James, are requesting a waiver of replatting for vacating the Northern 100 feet of NW 12th Avenue.

The following is the proposed Resolution of the matter:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE REQUIREMENTS OF SECTION 655-40, OF THE LAND DEVELOPMENT CODE (LDC) APPROVING THE WAIVER OF REPLAT REQUEST (OT-019-25) SUBMITTED BY THE PROPERTY OWNER, TAMMIE AND ELLIS JAMES, FOR THE PROPERTY GENERALLY LOCATED EAST OF 255 NW 12TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available on line. For more information, please call the Planning Division at (954) 924-6805 Ext. 3704 and staff will direct you to the on-line project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to based. The City does not provide or prepare such record pursuant to F.S. 286.0105.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Application Information
Project: Waiver of Replat
Application Site: East of 255 NW 12 Avenue
Request: To waive the replatting requirement for vacation right-of-way; code requires easement and streets to be vacated by establishment of a new Plat.
Hearing Date & Time: September 25, 2025 at 7:00 PM
Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd
Contact Information: Alejandra Cuervo, Planner, 954-924-6805 Ext. 3640
9/11/2025 7868188

Tammie James
255 NW 12th AVENUE
Dania Beach, Fl. 33004
tammiefjames@aol.com

Date 3/4/2025

Subject: To "Request to Vacate Unimproved Right-of-Way on SE 3rd Avenue.

To whom it may concern:

I am writing to formally request the vacation of the unimproved right-of-Way portions of SE 3rd Avenue located in front of my property at 255 NW 12 AVENUE. This section of the right-of-way is not currently developed or utilized for public access, and its vacation would allow for better use and maintenance of the area.

I appreciate your time and consideration and look forward to your response. Please feel free to contact me at your earliest convenience via phone 954-608-1111.

Tammie James

Thank you.

CITY OF DANIA BEACH
PUBLIC HEARING NOTICE
THURSDAY, SEPTEMBER 25, 2025

THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS

PLACE | **City Commission Chamber**
Dania Beach City Hall
100 West Dania Beach City Hall.
Dania Beach, FL 33004

TIME | **7:00 PM**

PROJECT |
LOCATION |
OWNER |

REQUEST |
FILE # |

ADD LOCATION MAP

For more information, please visit our website http://daniabeachfl.gov or call (954) 924-6800 x 3792.

This Sign is the property of the City of Dania Beach. In accordance with Section 610-30 of the Land Development Code, it shall be unlawful for any person to injure, cut, break or destroy in any manner any building or other thing belonging to or under the control of the City. Persons marring or removing the Notice may be subject to fine and/or imprisonment.

Grantee	Mail Addr	Mail City	Mail State	Mail Zip	Mail St/Zip	Mail Cntry
Michael Lapenna Fam Tr Lapenna Michael Trstee Etal	150 Pine Beach	Dorval Qc H9s 2 T9				Canada
Masse Ginnette	6000 Chemin Du Pays	St Zenin Qc J0k 3 N0				Canada
Epc Automotive Inc	1451 Old Griffin Rd	Dania	FL	33004-2236	FL 33004-2236	
1200 Old Griffin Road LLC	4051 SW 53rd Ave	Davie	FL	33314-3728	FL 33314-3728	
Old Griffin Corp	1451 Old Griffin Rd	Dania	FL	33004-2236	FL 33004-2236	
Beaumont Don D & Lisa K Thomas & Geri Nielsen Tr Etal	2420 Shelter Island Dr	San Diego	CA	92106-3112	CA 92106-3112	
Florida Power & Light Co Attn Property Tax Psx/Jb	700 Universe Blvd	Juno Beach	FL	33408-2657	FL 33408-2657	
Karp Properties LLC	418 SW 2nd Pl	Dania	FL	33004-3507	FL 33004-3507	
Nibur Magic LLC	2634 NW 49th St	Boca Raton	FL	33434-2588	FL 33434-2588	
City Of Dania Beach	100 W Dania Beach Blvd	Dania	FL	33004-3643	FL 33004-3643	
Adele Besner Tr Besner Hanna S Trstee	4240 Galt Ocean Dr Apt 603	Fort Lauderdale	FL	33308-6177	FL 33308-6177	
Mesa Ruben	11213 SW 129th Pl	Miami	FL	33186-4750	FL 33186-4750	
Blake Ramona	54 NW 13th Ave	Dania	FL	33004-5107	FL 33004-5107	
Troutman Ralph Glenn II	27301 SW 139th Pl	Homestead	FL	33032-5531	FL 33032-5531	
Gaskins Rosa Mae Grace Gloria G H/E	50 NW 13th Ave	Dania	FL	33004-5107	FL 33004-5107	
Reynolds Barbara S	40 NW 13th Ave	Dania	FL	33004-5107	FL 33004-5107	
Holy Tabernacle United Church Of God	1151 NW 27th Ave	Fort Lauderdale	FL	33311-5712	FL 33311-5712	
Kenon Shirley A	1300 NW 1st St	Dania	FL	33004-5104	FL 33004-5104	
Riquer Gonzalez Mauricio Javier Taylor Vilma A	65 NW 13 Ave	Dania Beach	FL	33004	FL 33004	
Grace Gloria Gaskins Gaskins Rosa Mae	50 NW 13th Ave	Dania	FL	33004-5107	FL 33004-5107	
Kenon Dwight	2811 NW 26th St	Fort Lauderdale	FL	33311-2011	FL 33311-2011	
Broward County Board Of County Commissioners	115 S Andrews Ave Rm 501Rp	Fort Lauderdale	FL	33301-1829	FL 33301-1829	
Spillman Lurmyce D	81 NW 14th Ave	Dania	FL	33004-5113	FL 33004-5113	
Penn James	13152 Blackhawk Trl S	Jacksonville	FL	32225-2705	FL 32225-2705	
Lucas Gary & Cynthia	2242 Freedom St	Hollywood	FL	33020-1430	FL 33020-1430	
Nanan Zeeta	6190 Woodlands Blvd Apt 107	Tamarac	FL	33319-2502	FL 33319-2502	
Anajas Realty Tr Tamar Group LLC Trstee	2701 Griffin Rd	Fort Lauderdale	FL	33312-5855	FL 33312-5855	
Dulcieta Properties Inc	232 NW 14th Way	Dania	FL	33004-2617	FL 33004-2617	
Julien Patrick	502 W 55th St Apt 5E	New York	NY	10019-3581	NY 10019-3581	
South Florida Water Management District	PO Box 24680	West Palm Beach	FL	33416-4680	FL 33416-4680	
Cail Catherine E	1002 NW 2nd St	Dania	FL	33004-2771	FL 33004-2771	
Fkh Sfr Propco B Hld Lp %First Key Homes LLC	600 Galleria Pkwy SE Ste 300	Atlanta	GA	30339-8146	GA 30339-8146	
125 Nw 10 Ct Land Tr Dominguez Edwin Trstee	3671 Riverland Rd	Fort Lauderdale	FL	33312-4679	FL 33312-4679	
Johnson Cynthia N	121 NW 10th Ct	Dania	FL	33004-2772	FL 33004-2772	
Dahab Fam Rev Tr	17805 NW 15th St	Pembroke Pines	FL	33029-3137	FL 33029-3137	
Parrots River LLC	2800 Glades Cir Ste 104	Weston	FL	33327-2270	FL 33327-2270	
Mason Mattie Est	109 NW 10th Ct	Dania	FL	33004-2772	FL 33004-2772	
Langston Leola	105 NW 10th Ct	Dania	FL	33004-2772	FL 33004-2772	
Williams Ernestine	101 NW 10th Ct	Dania	FL	33004-2772	FL 33004-2772	
Williams Antonia & Parrish Terencia	104 NW 11th Ave	Dania	FL	33004-2609	FL 33004-2609	
Spencer Jeanette H/E Williams Ruthie H/E Etal	106 NW 11th Ave	Dania	FL	33004-2609	FL 33004-2609	
Adderly Arlene C	110 NW 11th Ave	Dania	FL	33004-2609	FL 33004-2609	
Beaubrun Julianie H/E Sainvil Judith	114 NW 11th Ave	Dania	FL	33004-2609	FL 33004-2609	
Martin Cathia L	120 NW 11th Ave	Dania	FL	33004-2609	FL 33004-2609	
Wanza Edward Jr & Faye	124 NW 11th Ave	Dania	FL	33004-2609	FL 33004-2609	
Lbf Usa Corp	150 E Palmetto Park Rd Ste 800	Boca Raton	FL	33432-4833	FL 33432-4833	
Ramos Yissell Ramos Gallegos Luis Alberto	130 NW 11th Ave	Dania	FL	33004-2609	FL 33004-2609	
Gadsen Natalie Riley Beverly	134 NW 11th Ave	Dania	FL	33004-2609	FL 33004-2609	

Daise R & Betty J	1006 NW 2nd St	Dania	FL	33004-2771	FL 33004-2771
Collins Cecil	1006 NW 2nd St	Dania	FL	33004-2771	FL 33004-2771
Fisher Lorraine S	133 NW 11th Ave	Dania	FL	33004-2608	FL 33004-2608
Thayer Stephanie Lynn	129 NW 11th Ave	Dania	FL	33004-2608	FL 33004-2608
Daise Gladys	125 NW 11th Ave	Dania	FL	33004-2608	FL 33004-2608
Chou Li Hua Kuo Yung Tzu	5846 S Flamingo Rd Ste 521	Cooper City	FL	33330-3237	FL 33330-3237
Tran Long	117 NW 11th Ave	Dania	FL	33004-2608	FL 33004-2608
Curry Diana	113 NW 11th Ave	Dania	FL	33004-2608	FL 33004-2608
Carroll Leon & Marjorie	109 NW 11th Ave	Dania	FL	33004-2608	FL 33004-2608
Javier Villegas Marie Ceferina	500 NE 77th St	Miami	FL	33138-5051	FL 33138-5051
Emmanuel Temple Church Of God In Christ Inc	PO Box 368	Dania	FL	33004-0368	FL 33004-0368
Villa Machini Inc	3373 Hollywood Oaks Dr	Fort Lauderdale	FL	33312-6387	FL 33312-6387
Southeastern Conference Assn Of Seventh Day Adventis	1701 Robie Ave	Mount Dora	FL	32757-6339	FL 32757-6339
Reynolds Lucille R Sims Rodney L	2825 SW 5th Ct	Fort Lauderdale	FL	33312-2132	FL 33312-2132
Cunningham Emma Est % Nellie Mae Williams	501 NW 43rd Ave	Plantation	FL	33317-2151	FL 33317-2151
Dania Ps LLC	1741 Coral Way	Miami	FL	33145-2728	FL 33145-2728
Reynolds Ruby & Reynolds Sandra	2317 NW 26th Ave	Fort Lauderdale	FL	33311-2838	FL 33311-2838
Reynolds Joseph	2825 SW 5th Ct	Fort Lauderdale	FL	33312-2132	FL 33312-2132
Smith Minnie Warren	171 NW 12th Ave	Dania	FL	33004-2632	FL 33004-2632
Thomas Johnell	1341 NW 95th Ter	Miami	FL	33147-2615	FL 33147-2615
Dania Legacy Properties LLC	190 NE 199th St Ste 106	Miami	FL	33179-2927	FL 33179-2927
Sharon Reid Liv Tr Sharon Reid Trstee	945 NW 179th St	Miami	FL	33169-4724	FL 33169-4724
Jones Management Group Inc	9 NW 4th Ave Ste B	Dania	FL	33004-3268	FL 33004-3268
Gr 1221 LLC	1454 Tyler St	Hollywood	FL	33020-5249	FL 33020-5249
Banega Nancy	PO Box 970788	Miami	FL	33197-0788	FL 33197-0788
Cannon Valeria	120 NW 13th Ave	Dania	FL	33004-2611	FL 33004-2611
Fyr Sfr Borrower LLC %Havenbrook Homes	PO Box 4090	Scottsdale	AZ	85261-4090	AZ 85261-4090
Latvian Maple LLC	113 NW 13th Ave	Dania	FL	33004-2611	FL 33004-2611
Barfield Grace	150 NW 13th Ave	Dania	FL	33004-2611	FL 33004-2611
Christine Prost Liv Rev Tr Danielle Aguiar Liv Rev Tr	PO Box 290484	Fort Lauderdale	FL	33329-0484	FL 33329-0484
Cd Florida Properties LLC	1948 NW 74th Ave	Hollywood	FL	33024-1055	FL 33024-1055
Johnson Cleo James Cleo	129 NW 13th Ave	Dania	FL	33004-2611	FL 33004-2611
Franklin Mae Sanders	131 NW 13th Ave	Dania	FL	33004-2611	FL 33004-2611
Collins Suite Enterprises LLC	22 SW 5th Ave	Dania	FL	33004-3235	FL 33004-3235
Saint John Land Tr Tosti G Trstee %Camiton Assoc	3670 N 54th Ave	Hollywood	FL	33021-2340	FL 33021-2340
Fedd Elliott Nat	161 NW 13th Ave	Dania	FL	33004-2631	FL 33004-2631
Dulay John	500 NW 24th St	Wilton Manors	FL	33311-3756	FL 33311-3756
Squalls Stroman Jr	150 NW 13th Ave	Dania	FL	33004-2611	FL 33004-2611
Florinda Leb Inc	9920 Collins Ave Apt 21	Bal Harbour	FL	33154-1838	FL 33154-1838
Lawal Olusayo	108 NW 13th Ave	Dania	FL	33004-2611	FL 33004-2611
Reynolds J & Lucille	2825 SW 5th Ct	Fort Lauderdale	FL	33312-2132	FL 33312-2132
Grajo Investments LLC	PO Box 1720	Dania	FL	33004-1720	FL 33004-1720
Coligny Tanya S Dorvil Pascal James	108 NW 14th Ave	Dania	FL	33004-2614	FL 33004-2614
Daise Kelvin H	110 NW 14th Ave	Dania	FL	33004-2614	FL 33004-2614
Goldwire Herbert Fairchild Sheletaron	11216 NW 7th St	Coral Springs	FL	33071-7957	FL 33071-7957
Scott Mary L Est	140 NW 14th Ave	Dania	FL	33004-2614	FL 33004-2614
Diane Hardge Rev Tr Tomlinson Juliene Jeane Trstee	5858 NW 62nd Ter	Parkland	FL	33067-1544	FL 33067-1544
Thompkins Milton & Malissa R	130 NW 14th Ave	Dania	FL	33004-2614	FL 33004-2614
Williams Betty Jean	142 NW 14th Ave	Dania	FL	33004-2614	FL 33004-2614

Aletha Hardge Player Rev Tr Player Aletha Hardge Trstee	20456 NE 34th Ct	Miami	FL	33180-1650	FL 33180-1650
Palmer T W & Palmer Julia M Ddctd Publc %City Of Dani	100 W Dania Beach Blvd	Dania	FL	33004-3643	FL 33004-3643
Public Land % City Of Dania Beach	100 W Dania Beach Blvd	Dania	FL	33004-3643	FL 33004-3643
Watson Jackie Watson Pamela	516 NW 1st St	Hallandale Beach	FL	33009-4118	FL 33009-4118
Hardge Bernard Hardge Donald L	292 NW 13th Ct	Dania	FL	33004-2613	FL 33004-2613
Hardge Bobbie H/E Player Aletha & Edwards Annette	137 NW 14th Ave	Dania	FL	33004-2630	FL 33004-2630
Phillips Eric	131 NW 14th Ave	Dania	FL	33004-2630	FL 33004-2630
Wilson Charlotte G & Grace Leroy Funchess Rutha Lee E	33 NW 14th Ave	Dania	FL	33004-5113	FL 33004-5113
United House Of Prayer For All Pople Of The Church Etal	1665 N Portal Dr NW	Washington	DC	20012-1053	DC 20012-1053
112 Nw 14Th Way LLC	4200 NW 16th St	Lauderhill	FL	33313-5899	FL 33313-5899
Bhm 105 LLC	15101 NE 21st Ave	North Miami Beach	FL	33162-6001	FL 33162-6001
Morales Waldo	3002 Illingworth Ave	Orlando	FL	32806-6520	FL 32806-6520
123 Florida Land Tr Schank Joni Trstee	8004 NW 154th St # 218	Miami Lakes	FL	33016-5814	FL 33016-5814
Oami Elana	16499 NE 19th Ave Ste 101	North Miami Beach	FL	33162-4105	FL 33162-4105
Dean Wanda B	761 SW 3rd St	Dania	FL	33004-4926	FL 33004-4926
Brown Leslie Eileen	153 NW 14th Way Apt 3	Dania	FL	33004-2655	FL 33004-2655
Pino Carmen Real Moraima	300 S Hollybrook Dr Apt 106	Pembroke Pines	FL	33025-1201	FL 33025-1201
Five Gems LLC	1631 Grandview Blvd	Kissimmee	FL	34744-6619	FL 34744-6619
Lavish Lifestyles Capital Investment Group LLC	PO Box 19322	Jacksonville	FL	32245-9322	FL 32245-9322
Lakar Dw Inc	16745 NW 44th Ave	Miami Gardens	FL	33055-4349	FL 33055-4349
Fortes Becerra Gilberto	635 W 72nd Pl	Hialeah	FL	33014-4860	FL 33014-4860
Osdami LLC	2701 Griffin Rd	Fort Lauderdale	FL	33312-5855	FL 33312-5855
Coachman Taylor	154 NW 14th Way # 2	Dania	FL	33004-2620	FL 33004-2620
Beneby Earl G Jr	160 NW 14th Way	Dania	FL	33004-2620	FL 33004-2620
Pierrerene Kathleen	1495 NW 2nd St	Dania	FL	33004-2633	FL 33004-2633
Baltagi Sean	701 NE 152nd St	Miami	FL	33162-5228	FL 33162-5228
Jones Milton L Jr & Barbara H	PO Box 357	Dania	FL	33004-0357	FL 33004-0357
Camilo Gomez Juan	7343 W Sand Lake Rd Apt 442	Orlando	FL	32819-5300	FL 32819-5300
Perez Carlos Javier	1963 NW 136th Ave Apt 121	Sunrise	FL	33323-5347	FL 33323-5347
Uppal Pompee	1033 NE 17th Way Unit 1301	Fort Lauderdale	FL	33304-2471	FL 33304-2471
Hankin Malka	PO Box 641051	Miami	FL	33164-1051	FL 33164-1051
Norton Tammy F	260 NW 13th Ct	Dania	FL	33004-2613	FL 33004-2613
Cherizal Patrick Chery Boyer Natacha	288 NW 13th Ct	Dania	FL	33004-2613	FL 33004-2613
Reitz Jack C & Madon Reitz Sherry	1341 NW 2nd St	Dania	FL	33004-2618	FL 33004-2618
Sima Investments LLC	100 SW 59th Ave	Miami	FL	33144-3329	FL 33144-3329
Italian Renaissance Real Estate Development LLC	1000 West Ave Ph 19	Miami Beach	FL	33139-4702	FL 33139-4702
Rollins Ruthie Mae Eqle Rollins Espy L Est	257 NW 13th Ct	Dania	FL	33004-2612	FL 33004-2612
Mcknight Benita Clark H/E Mcknight Reggie	1360 NW 2nd Ter	Dania	FL	33004-2625	FL 33004-2625
230 Nw 14 Court Land Tr Positive Rate Investments LLC	30 N Gould St # N	Sheridan	WY	82801-6317	WY 82801-6317
Gupta Chander	11380 Temple St	Cooper City	FL	33330-4443	FL 33330-4443
Trevi Capital LLC	1400 SW 82nd Ter	North Lauderdale	FL	33068-3517	FL 33068-3517
Owens Ophelia H/E Martin Francina &Slade Diane Est	205 NW 14th Ct	Dania	FL	33004-2629	FL 33004-2629
Cure Amarilla I	209 NW 14th Ct	Dania	FL	33004-2629	FL 33004-2629
Sippio Doreta	1421 NW 2nd St	Dania	FL	33004-2638	FL 33004-2638
Jones Milton Jr Jones Albert	722 SW 3rd St	Dania	FL	33004-4901	FL 33004-4901
Chambers Joann & Chambers Samuel	208 NW 14th Ct	Dania	FL	33004-2601	FL 33004-2601
Choi Jin Young Puzik Bernhard Jr	210 NW 14th Ct	Dania	FL	33004-2601	FL 33004-2601
White Jonisha Norris Jordan	218 NW 14th Ct	Dania	FL	33004-2601	FL 33004-2601
White Jonisha Desiree Thomas Angel C W	218 NW 14th Ct	Dania	FL	33004-2601	FL 33004-2601

Fussell Sherlanne	235 NW 14th Ct	Dania	FL	33004-2615	FL 33004-2615
Nuby Ronald D	417 Old Griffin Rd	Dania	FL	33004-2744	FL 33004-2744
Corrales Adriana Raquel Gutierrez Marcos	277 NW 13th Ct	Dania	FL	33004-2645	FL 33004-2645
Duenas Nicolas	260 NW 14th Ct # 12	Dania	FL	33004-2629	FL 33004-2629
Nanan Seegobin	260 NW 14th Way	Dania	FL	33004-2617	FL 33004-2617
Onderdonk Eric Swears Robert C Jr	250 NW 14th Way	Dania	FL	33004-2617	FL 33004-2617
Washington Gloria J H/E Washington Prince Jr	270 NW 14th Way	Dania	FL	33004-2654	FL 33004-2654
Dulcieta Properties Inc	4848 SW 25th Ave	Fort Lauderdale	FL	33312-5929	FL 33312-5929
City Of Dania Beach Community Redevelopment Agenc	100 W Dania Beach Blvd	Dania	FL	33004-3643	FL 33004-3643
L&J Capital LLC	8504 NW 3rd St	Coral Springs	FL	33071-7414	FL 33071-7414
Drayton Karen Laverne	1426 NW 2nd St	Dania	FL	33004-2606	FL 33004-2606
Torres Andrea Elisa Torres Christian	230 SE 3rd St	Dania	FL	33004-4010	FL 33004-4010
Abitare 105 LLC	395 Fairway Dr	Miami Beach	FL	33141-2417	FL 33141-2417
Greene Darren & Veronica	294 NW 13th Ct	Dania	FL	33004-2613	FL 33004-2613
Mitchell Hardge Sharon Lynn H/E Bch & Smh Family Tr	292 NW 13th Ct	Dania	FL	33004-2613	FL 33004-2613
White Carolyn	290 NW 13th Ct	Dania	FL	33004-2613	FL 33004-2613
Lantigua Gregorio	1350 NW 3rd St	Dania	FL	33004-2641	FL 33004-2641
Gutman Nicolas Uriel	1370 NW 3rd St	Dania	FL	33004-2641	FL 33004-2641
Robinson Judith V	1353 NW 3rd St	Dania	FL	33004-2640	FL 33004-2640
Jackson Dorothy	1373 NW 3rd St	Dania	FL	33004-2640	FL 33004-2640
Fiat 666 LLC	1707 Harbor View Cir	Weston	FL	33327-1344	FL 33327-1344
Ford Travis	280 NW 14th Way	Dania	FL	33004-2654	FL 33004-2654
Gardner Alberta Est	1402 NW 3rd St	Dania	FL	33004-2621	FL 33004-2621
Tate Fam Rev Liv Tr Tate Dawn R & Stephen G Trstee	3309 NE 37th St	Fort Lauderdale	FL	33308-6434	FL 33308-6434
Wright Sandra	291 NW 14th Way	Dania	FL	33004-2627	FL 33004-2627
Wright Anita V Wright Sandra G	291 NW 14th Way	Dania	FL	33004-2627	FL 33004-2627
Maya Stars LLC	1501 Saint Lawrence Ave	Bronx	NY	10460-3226	NY 10460-3226
Mencia Jaime E & Myrna	711 NW 12th Ave	Dania	FL	33004-2348	FL 33004-2348
Larkins Edward J	701 NW 12th Ave	Dania	FL	33004-2348	FL 33004-2348
Sacco Frank	693 NW 12th Ave	Dania	FL	33004-2347	FL 33004-2347
Kuhn Brittany Kimball Kristopher	691 NW 12th Ave	Dania	FL	33004-2347	FL 33004-2347
Abalos Marcelino J & Jessica E	15741 99th Ct N	West Palm Beach	FL	33412-1710	FL 33412-1710
Furlow Kenneth Wade Kilmer Linda Ruth Marie	911 Nautilus Isle	Dania	FL	33004-2356	FL 33004-2356
Geseking Diana Kloss Edward A	6016 Old Congress Rd	Lake Worth	FL	33462-2401	FL 33462-2401
Suarez David Palacio Claudia	2845 NE 163 St #507	North Miami Beach	FL	33160	FL 33160
Rucerito Robert & Linda	910 Nautilus Isle	Dania	FL	33004-2356	FL 33004-2356
Mila Roberto	914 Nautilus Isle	Dania	FL	33004-2356	FL 33004-2356
Hughes Marie C	801 Argonaut Is	Dania	FL	33004-2355	FL 33004-2355
Pilchard Benjamin C	802 Argonaut Is	Dania	FL	33004-2355	FL 33004-2355
Walker Faye	1231 NW 2nd St	Dania	FL	33004-2635	FL 33004-2635
Rose Perry & Mary L	1221 NW 2nd St	Dania	FL	33004-2635	FL 33004-2635
Armstrong Wanda G	718 SW 4th St	Dania	FL	33004-4902	FL 33004-4902
Henry Daphne J	1201 NW 2nd St	Dania	FL	33004-2635	FL 33004-2635
Larkins George A West Cokenya D	211 NW 12th Ave	Dania	FL	33004-2623	FL 33004-2623
Gooden Byron L Sr & Robin	2601 E Aragon Blvd Unit 5	Sunrise	FL	33313-8062	FL 33313-8062
James Nichelle H/E James Travis & Mcgee Deborah	219 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637
Thomas Inell H/E Ragin Ann Marie	223 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637
Johnson Lois F Est	227 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637
Alix Kelvyn	231 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637

Humphrey James & Lou Vera	235 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637
Anderson Beverly Anderson Ebony	239 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637
Scott Deloris	243 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637
Scott Winston L	247 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637
Harkless Mary L	251 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637
Migue 1970 LLC	1904 S Ocean Dr Apt 1802	Hallandale Beach	FL	33009-5963	FL 33009-5963
Gathers Dorothy E	259 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637
James Tammie Denise & Ellis R	255 NW 12th Ave	Dania	FL	33004-2624	FL 33004-2624
Cummings Joanne	245 NW 12th Ave	Dania	FL	33004-2624	FL 33004-2624
Greer Kimberly Louise	248 NW 12th Ct	Dania	FL	33004-2626	FL 33004-2626
Hasida LLC	531 SW 181st Ave	Pembroke Pines	FL	33029-4347	FL 33029-4347
Napoli Assets LLC	534 SW 13th Ave	Fort Lauderdale	FL	33312-2425	FL 33312-2425
Mam236 LLC	3901 N 42nd Ter	Hollywood	FL	33021-1840	FL 33021-1840
Black Ebbie	235 NW 12th Ave	Dania	FL	33004-2648	FL 33004-2648
Flex Space Griffin LLC	1501 Venera Ave Ste 203	Miami	FL	33146-3032	FL 33146-3032
Parc Griffin LLC	1501 Venera Ave Ste 203	Miami	FL	33146-3032	FL 33146-3032
School Board Of Broward County Attn:Facility Managem	600 SE 3rd Ave	Fort Lauderdale	FL	33301-3125	FL 33301-3125
Town Modelo Fl Land Tr Equinox Realty Holdings LLC Trt	1027 S 21st Ave	Hollywood	FL	33020-6934	FL 33020-6934
Clark Emma J & West Charles E Est	822 NW 3rd St	Dania	FL	33004-2710	FL 33004-2710
Zonda Investing Group LLC	19220 NE 19th Pl	Miami	FL	33179-4318	FL 33179-4318
800 Old Griffin LLC	800 Old Griffin Rd	Dania	FL	33004-2750	FL 33004-2750
Perry Howard Lorenzo	201 NW 8th Ave	Dania	FL	33004-2734	FL 33004-2734
Perry Willie H/E Perry Addie Etal	209 NW 8th Ave	Dania	FL	33004-2734	FL 33004-2734
Cooper Tony Curtis Gibson Cooper Theresa Ann	213 NW 8th Ave	Dania	FL	33004-2734	FL 33004-2734
Duce Jean Joseph & Iselande	221 NW 8th Ave	Dania	FL	33004-2734	FL 33004-2734
Greene Joyce A	225 NW 8th Ave	Dania	FL	33004-2734	FL 33004-2734
Rebibo Osher	5826 Hope St	Hollywood	FL	33021-3236	FL 33021-3236
Miller Steven	229 NW 8th Ave	Dania	FL	33004-2734	FL 33004-2734
West Janice	237 NW 8th Ave	Dania	FL	33004-2734	FL 33004-2734
Ser Vass Management LLC	1501 W Fairway Rd	Pembroke Pines	FL	33026-3051	FL 33026-3051
Yord Investment LLC	706 NE 191st St	Miami	FL	33179-3922	FL 33179-3922
Coito Maurya A	4420 NW 42nd Ter	Coconut Creek	FL	33073-4720	FL 33073-4720
Oconnell Sean	210 NW 9th Ave	Dania	FL	33004-2737	FL 33004-2737
Mirza Shujaat & Farhat	5720 SW 5th St	Plantation	FL	33317-3532	FL 33317-3532
Marquez Joan Sebastian	5601 Jefferson St	Hollywood	FL	33023-1447	FL 33023-1447
Hondal Luis A Puentes	8078 SW 97th Ter	Ocala	FL	34481-0597	FL 34481-0597
Riveira Melina	228 NW 9th Ave # 1	Dania	FL	33004-2737	FL 33004-2737
Williams Alecia C	234 NW 9th Ave	Dania	FL	33004-2737	FL 33004-2737
Sheard Cynthia	242 NW 9th Ave	Dania	FL	33004-2737	FL 33004-2737
Knowles Christopher A Jr & June	250 NW 9th Ave	Dania	FL	33004-2737	FL 33004-2737
Cox R E & Jacquelyn E	254 NW 9th Ave Apt 1	Dania	FL	33004-2737	FL 33004-2737
White Rhoda	302 NW 9th Ave Apt Ab	Dania	FL	33004-2762	FL 33004-2762
American Legion #209	806 NW 1st St	Dania	FL	33004-3276	FL 33004-3276
Garcia Orlando	915 NW 7th St	Dania	FL	33004-2311	FL 33004-2311
Garcia Alfonso C	911 NW 7th St	Dania	FL	33004-2311	FL 33004-2311
Kemp Kerm R Jr	907 NW 7th St	Dania	FL	33004-2311	FL 33004-2311
Roldos Carlos	903 NW 7th St	Dania	FL	33004-2311	FL 33004-2311
Nhan Tran	815 NW 7th St	Dania	FL	33004-2310	FL 33004-2310
Valenzuela Harold & Mari Ann	811 NW 7th St	Dania	FL	33004-2310	FL 33004-2310

Lawson Gloria Gloria D Lawson Liv Tr	702 NW 10th Ave	Dania	FL	33004-2344	FL 33004-2344
Gulfstream Db LLC	3109 Grand Ave # 348	Miami	FL	33133-5103	FL 33133-5103
Lavey Seth L H/E Lavey Leslie	709 NW 10th Ave	Dania	FL	33004-2343	FL 33004-2343
Ryan John M	713 NW 10th Ave	Dania	FL	33004-2343	FL 33004-2343
Ribel David	717 NW 10th Ave	Dania	FL	33004-2343	FL 33004-2343
Carpenter Robert G & Sharon L	721 NW 10th Ave	Dania	FL	33004-2343	FL 33004-2343
Smith Denise L Denise Love Smith Liv Tr	722 NW 12th Ave	Dania	FL	33004-2349	FL 33004-2349
Greene Christopher Thibodeau Lea	718 NW 12th Ave	Dania	FL	33004-2349	FL 33004-2349
Reed Tiffany	714 NW 12th Ave	Dania	FL	33004-2349	FL 33004-2349
Five Star Capital Corp	4020 N 29th Ave	Hollywood	FL	33020-1012	FL 33020-1012
Sun Garden Ltd	9 NW 4th Ave Ste A	Dania	FL	33004-3268	FL 33004-3268
Dania Beach Housing Authority	1101 W Dania Beach Blvd Ste 100	Dania	FL	33004-3390	FL 33004-3390
Dania Economic Development Corp	210 NW 12th Ave	Dania	FL	33004-2647	FL 33004-2647
St Ruth Missionary Baptist Church Inc	PO Box 698	Dania	FL	33004-0698	FL 33004-0698
St Ruth Missionary Baptist Church Inc % City Of Dania B	100 W Dania Beach Blvd	Dania	FL	33004-3643	FL 33004-3643

City of Dania Beach
Community Development Memorandum

DATE: 10/28/2025

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director
Claudia Viviana Batista, Planning & Zoning Manager
Alejandra Cuervo, Planner

SUBJECT: **VC-018-25:** The property owners, Tammie and Ellis James, are requesting to vacate a portion of Right-of-Way lying east of the property located at 255 NW 12th Avenue. (Second Reading)

Request:
VACATION RIGHT-OF-WAY
To vacate Right-of-Way (the northernmost 100 feet of NW 12th Avenue, a 70-foot-wide strip of land) lying east of the property located at 255 NW 12th Avenue, in accordance with Article 655.

PROPERTY INFORMATION

EXISTING ZONING:	Neighborhood Residential (NBHD-RES)
LAND USE DESIGNATION:	Regional Activity Center (RAC)
SITE ACREAGE:	0.139-acre (6,031 SF) Net/
EXISTING USE:	Dead end road
VIOLATIONS ON PROPERTY	No open violations on this property.

Background:
The applicant is proposing for the City to vacate a 70-foot-wide strip of land that is a Right-of-Way (ROW) located east of the property for a total of approximately 100 linear feet. This section of ROW is currently utilized as a public road, but is the dead-end of the NW 12th Avenue (Tamara James Ave). The entire vacated ROW will be added to the existing residential property abutting west of the dead-end roadway because the Property owner to the east declined to accept the eastern half of the ROW. If the Vacation is approved, the property owners are responsible for maintaining the ROW, including repairs and upkeep.

Vacation of Right-of-Way:
The vacation process is identified in the City's Land Development Code (LDC) in Section 655-20. This Code provision requires the applicant to provide evidence of notification to all utilities (public and private) that may have an interest in the area to be vacated. Below are a list of all

public utilities and the date each was notified of the vacation request by the applicant.

- Florida Power and Light - 3-21-25
- AT&T - 4-02-25
- Dania Economic Development Corp - 05-01-25
- Comcast- 04-01-25
- Teco Peoples Gas - 03-26-25
- USIC – 3-21-25

A representative from Teco People's Gas responded that they have no objections to the vacation request. The Community Development Department has been working closely with the Public Services Department to establish the location of easements to ensure the City accounts for the existing fire hydrant, catch basin, and underground water lines if the vacation is approved. The applicant has expressed multiple concerns pertaining to incidents of trespassing and criminal activity occurring within the vacated premises and its surrounding areas. Notably, this includes unauthorized pedestrian movement originating from adjacent northern properties. In light of these safety-related issues, the applicant respectfully requests that the area be formally vacated. The Code also requires the applicant to obtain notarized signatures of the property owners abutting affected portions of the ROW proposed for vacation, indicating support or objection for the applicants. The applicant has obtained the required signature indicating No Objection to the requested vacation.

Vacation Criteria:

Section 655 of the Land Development Code states, the City Commission shall hold its public hearing and, after consideration of the application, staff findings, and information representation at the public hearing. The City Commission may deny, approve, or approve with conditions that application for vacation, based upon its determination that the request meets the criteria identified in section 655-40, which are upon its determination that the request meets the criteria identified in section 655-40, which are identified below.

1. "Whether the vacation will adversely affect access to neighboring properties."

Applicants Response: The subject vacation will not adversely affect access to neighboring properties because the subject ROW does not provide access to the neighboring properties. It is the dead end of NW 12th Avenue.

Staff Analysis: No existing access is currently provided from the subject Right-of-Way.

2. "Whether the subject right of way or easement is needed for any public purpose."

Applicants ***Response: The subject ROW is not needed as a public roadway. The subject roadway segment provides access only to the applicant's property. Therefore, the requested vacation affects no other property.***

Staff Analysis: During the review process staff identified preexisting conditions that other departments found necessary to have access. Due to identified existing conditions, access easements have been incorporated to dedicate perpetual access to the existing infrastructure.

Comprehensive Plan
This application supports the City's Comprehensive Plan by furthering the following goals:

Housing and Neighborhood Element

- **Goal 2.2** Too assure citizens have decent, safe, resilient and sanitary housing in neighborhood environments that are attractive, secure, and free from urban blight.
- **Policy 11.1.1.2** The City will continue to respect the judicially acknowledged and constitutionally protected right of a property owner to physically possess and control their interests in the property, including easements, leases, or mineral rights.
- **Objective 2.2.1** To maintain the integrity of existing residential neighborhoods and to promote their preservation and rehabilitation.

Staff Analysis:
The proposed Vacation request has been reviewed by the City's Planning and Zoning Division, Public Services Department, and Fire Department. Based on the scope and nature of the request, Public Services anticipates the removal of the existing solar light located on the eastern portion of the subject area. Additionally, the western section of the proposed vacated area contains an existing catch basin and fire hydrant. The eastern section contains underground water lines. Considering these existing infrastructure elements, perpetual access easements have been established to ensure continued access for both Public Services. Furthermore, the fire department has requested language be included in Exhibit B of the resolution that states access to the fire hydrant must remain unobstructed at all times, both physically and visually. No structure, including but not limited to fences or walls, shall impede the line of sight to the hydrant from any point along the adjacent public right-of-way, nor shall such structures hinder direct physical access. As the fire hydrant within this easement is essential for fire suppression purposes to the immediate area and needs to always remain accessible.

This vacation request is expected to enhance safety at the dead-end and for the adjacent residential property. This request supports the provision of decent, safe, resilient, and sanitary housing for residents, while promoting neighborhood environments that are visually appealing, secure, and free from conditions of urban blight.

This application will require two (2) readings at public hearing by the City Commission.

Budgetary Impact
None

Recommendation
Planning and Zoning Boarding Recommendation
On July 16, 2025, the Planning and Zoning Board recommended approval to the City Commission (4:1 vote to approve; Garnett, De la Salas, Silver, Oliver -vote to deny; Wright).

City Commission Previous Action
On September 25, 2025, the City Commission unanimously recommended approval of the requested vacation at first reading. In addition, City Commission also recommended the second reading be scheduled for the October 28, 2025 meeting to allow St. Ruth the time to seek legal representation.

Staff Recommendation

Staff found that this application meets the requirements of Article 655 with respect to vacation of right-of-way, and the applicant has provided all necessary documentation for the vacation request. Therefore, based on the staff analysis above Community Development staff is recommending approval provided the requested access easements are executed and recorded in Broward County records.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE REQUIREMENTS OF SECTION 655-40 OF THE LAND DEVELOPMENT CODE (LDC) APPROVING THE RIGHT-OF-WAY VACATION REQUEST (VC-018-25) SUBMITTED BY THE APPLICANTS/ADJACENT PROPERTY OWNERS, TAMMIE AND ELLIS JAMES, FOR THE PROPERTY GENERALLY LOCATED BETWEEN NW 2 PLACE AND NW 12 AVENUE, RESPECTIVELY, WHICH CONSISTS OF APPROXIMATELY 100 BY 70 FEET OF NW 12TH AVENUE, LYING EAST OF THE APPLICANTS' PROPERTY LOCATED AT 255 NW 12TH AVENUE WHICH RIGHT OF WAY IS GENERALLY DESCRIBED AS "NORTHWEST 12TH AVENUE," AND IS LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, entitled Land Development Code (the "LDC"), Part 6, entitled "Development Review Procedures And Requirements," Article 655, entitled "Vacations Of Right-Of-Way" of the City's Land Development Code (the "LDC"), the property owner of the property located a 255 NW 12th Avenue, Dania Beach, Tammie and Ellis James, (the "Applicants"), have applied to the City of Dania Beach (the "City") for approval to Vacate the Northernmost 100 feet of the 70 foot wide Right-of-Way (VC-018-25), known as a portion of "NW 12th Avenue" (the legal description for the Northernmost 100 feet right of way to be vacated is attached to this Ordinance as Exhibit A); and

WHEREAS, consistent with the requirements of Section 655-20, of the LDC, the Applicant obtained notarized signatures of property owners abutting affected portions of the right-of-way proposed for vacation, indicating support or objection for the application.

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on July 16, 2025, and recommended approval of the proposed right-of-way vacation; and

WHEREAS, staff have confirmed that all utilities with a potential interest in the area have been notified and given the opportunity to object. No objections have been raised.

WHEREAS, staff recommends approval of the proposed right-of-way vacation in its staff report to the City Commission dated August 26, 2025; and

WHEREAS, the City Commission finds that granting the requested right-of-way vacation will not adversely affect access to neighboring properties and will not be detrimental to the public health, safety, and welfare; and

WHEREAS, the City Commission finds that NW 12th Avenue is no longer needed as a road, and that it is in the best interest of the City to grant the request to vacate the right-of-way.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. The foregoing WHEREAS clauses are ratified and confirmed as being true and correct, and they are made a specific part of this Ordinance.

Section 2. Pursuant to Chapter 28, entitled "Land Development Code," ("LDC") Part 6, entitled "Development Review Procedures and Requirements," Article 655, "Vacations of Right-Of-Way," the requested full right of way Vacation (VC-018-25), as delineated on the attached Exhibit "A," is approved.

Section 3. A condition of the vacation shall be that the Applicants execute access easements for the City's utilities, as identified in Exhibit B.

Section 4. That if any clause, section, sentence, or phrase of this Ordinance is for any reason held unconstitutional or invalid by a competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. This Ordinance shall take effect ten (10) days after passage and adoption.

PASSED on first reading on _____, 2025.

PASSED AND ADOPTED on second reading on _____ 2025.

First Reading:
Motion by: _____

Second by: _____

Second Reading:
Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

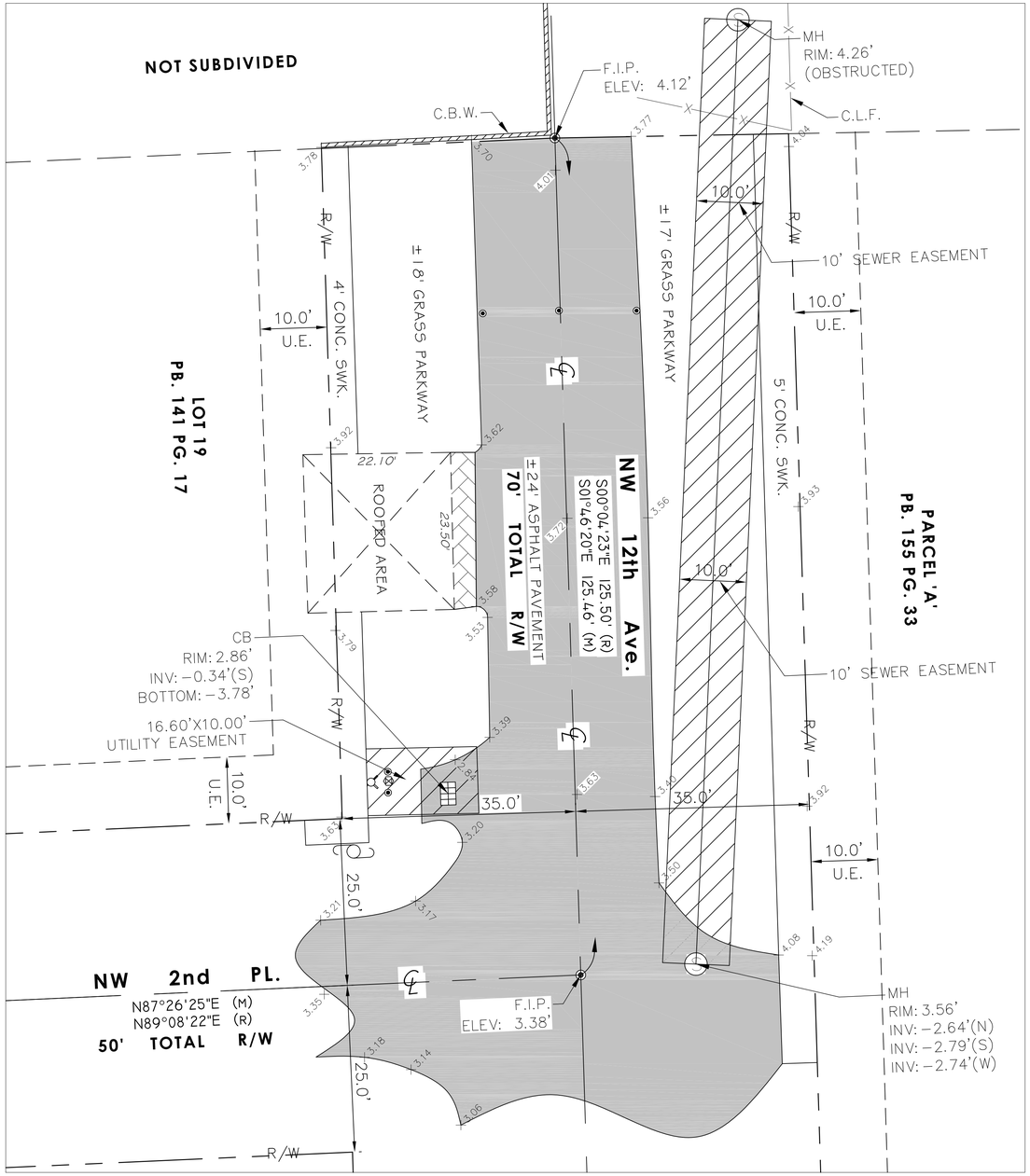
_____
EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

(VC-018-25)

TOPOGRAPHIC SURVEY



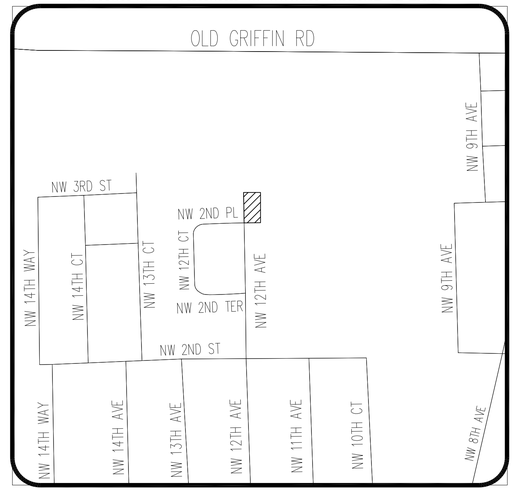
0 5 10 20

SCALE : 1"=10'

ABBREVIATIONS AND LEGEND

L.P.	= LIGHT POLE	P.O.C.	= POINT OF COMMENCEMENT	E.T.P.	= ELECTRIC TRANSFORMER PAD	△	= CENTRAL ANGLE
M.D.E.	= MAINTENANCE & DRAINAGE EASEMENT	(M)	= MEASURED	F.H.	= FIRE HYDRANT	//////	= WOOD FENCE
B.C.	= BLOCK CORNER	(R)	= RECORDED	F.I.P.	= FOUND IRON PIPE	-X-X-	= CHAIN LINK FENCE
MH.	= MANHOLE	A	= ARC DISTANCE	F.N.D.	= FOUND NAIL & DISK	▨	= C.B.S. WALL
M/L	= MONUMENT LINE	P/L	= PROPERTY LINE	N.T.S.	= NOT TO SCALE	———	= IRON FENCE
C.B.	= CATCH BASIN	R.	= RADIUS	O/H	= OVERHEAD	MLP	= METAL LIGHT POLE
N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM	RAD.	= RADIAL	O.R.B.	= OFFICIAL RECORDS BOOK	◉	= BOLLARD
P.R.M.	= PERMANENT REFERENCE MONUMENT	(R & M)	= RECORDED & MEASURED	P.B.	= PLAT BOOK	⊂⊃	= UTILITY POWER POLE
℄	= CENTER LINE	R/W	= RIGHT-OF-WAY	P.C.P.	= PERMANENT CONTROL POINT	☤	= FIRE HYDRANT
CONC.	= CONCRETE	SEC.	= SECTION	PG.	= PAGE	○	= UNKNOWN MANHOLE
A/C	= AIR CONDITIONING PAD	F.F.ELEV.	= FINISH FLOOR ELEVATION	P.O.B.	= POINT OF BEGINNING	+0.00	= SPOT ELEVATION
						Ⓢ	= SEWER MANHOLE
						⊣	= TRAFFIC SIGN
						▤	= CATCH BASIN
						I.D.	= IDENTIFICATION
						ASPH.	= ASPHALT

SECTION 33 - TOWNSHIP 50 SOUTH - RANGE 42 EAST



VICINITY MAP

SCALE=1"=300'

SURVEYOR'S NOTES:

1. This is not a Boundary Survey. This is a Topographic Survey.

2. This drawing reflects field findings. The latest day of field work is 08-01-2025.

3. Losada Survey Services carries Professional Liability Insurance for Surveying and Mapping services.

4. This As built Survey is not valid without a lawful signature and seal of the undersigned certifying surveyor. This document has been electronically signed and sealed by Benigno J. Suarez, Licensed Surveyor P.S.M. 6583, State of Florida, using a Digital Signature and date, in accordance with the provisions of Chapter 5J-17.062, Florida Administrative Code.

5. The values and dimensions shown herein are expressed in US Survey foot, unless otherwise noted.

6. Vertical Control Datum and Vertical Accuracy:
The Elevations shown hereon are referred to the 1988 North American Vertical Datum (NAVD 88). The closure in feet, as computed, meets the standard of plus or minus 0.05 feet times the squared root of the loop distance in miles. Elevations are based on a closed level loop from and to the following official Bench Marks:

BENCH MARK	VERTICAL CONTROL POINT DESCRIPTION	ELEVATION (US FEET)
D 239	DESCRIBED BY COAST AND GEODETIC SURVEY 1965 2.6 MI S FROM FORT LAUDERDALE. ABOUT 2.65 MILES SOUTH ALONG THE FLORIDA EAST COAST RAILWAY FROM THE STATION AT FORT LAUDERDALE, IN SECTION 34, R 42 E, T 50 S, 0.4 MILE SOUTH OF MILEPOST 345, SET ON THE TOP OF THE EAST END OF THE NORTH CONCRETE ABUTMENT OF BRIDGE NO. 345+41 OVER DANIA CUT-OFF CANAL, 8.5 FEET EAST OF THE EAST RAIL OF THE NORTHBOUND TRACK AND ABOUT LEVEL WITH THE TRACK.	15.78'
BRO 1	DESCRIBED BY FL DEPT OF NAT RES 1981 IN DANIA.BEGIN AT THE U.S. HIGHWAY 1 BRIDGE OVER THE DANIA CANAL, GO SOUTH 0.25 MILE ON U.S. HIGHWAY 1 TO THE INTERSECTION OF NORTHEAST 2ND ST. GO 0.5 MILE EAST ON NORTHEAST 2ND ST TO THE MARK. THE MARK IS SET INTHE NORTHEAST CORNER OF A 9.4-FOOT BY 4.7-FOOT CONCRETE FOUNDATIONBOX FOR A WATER METER MAIN. THE MARK BEARS 33.1 FEET SOUTH OF THE CENTERLINE OF NORTHEAST 2ND ST, 59.5 FEET SOUTHEAST OF THE CENTERLINE OF NORTHEAST 5TH AVE, 85 FEET EAST OF THE NORTHEAST CORNER OF THE FENCE AROUND THE PARKING LOT FOR THE DANIA JAI ALAI, AND 19.2 FEET WEST OF THE CENTER	6.29'

7. Horizontal Control Datum and Horizontal Accuracy: Horizontal position and coordinates shown hereon are relative to the State Plane Coordinate System, Florida East Zone (0901), NAD 83 (2011 ADJUSTMENT). Coordinate values were determined using GNSS/GPS measurements utilizing the Florida Department of Transportation primary reference network (FPRN). The FPRN broadcasts in NAD 83 (2011 Adjustment - EPOCH 2010.0000) and in NAVD 88 Datums. The FPRN stated horizontal accuracies range between 0.03' to 0.07' (1 to 2 centimeters), and vertical accuracies between 0.07' to 0.10' (2 to 3 centimeters), depending on satellite coverage, good geometry of precisions, low multi path environment, among other factors.

8. Sources of Data:

Plat of "COLLINS PARC" recorded in Plat Book 141 at Page 17 of the Public Records of Broward County, Florida.

Plat of "COLLINS PARC PLAT No. 2" recorded in Plat Book 155 at Page 33 of the Public Records of Broward County, Florida.

SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Boundary Survey" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Boundary Survey" meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

Digitally signed by BENIGNO J SUAREZ
Date: 2025.08.21 10:47:42 -04'00'

By: _____
Benigno J. Suarez, P.S.M.
Registered Surveyor and Mapper LS6583
State of Florida

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

LOSADA SURVEY SERVICES

LOSADA SURVEY SERVICES, INC

LB 8656
4839 SW 75 AVE, MIAMI FLORIDA 33155
PHONE NUMBER: 786-413-8246 786-413-8236
EMAIL: INFO@LOSADASURVEY.COM

PROJECT NAME: NW 12TH AVE & NW 2ND PL

TYPE OF PROJECT: TOPOGRAPHIC SURVEY

PROJECT ADDRESS: NW 12TH AVE & NW 2ND PL DANIA BEACH, FL 33004

RECORD OF REVISION

No.	DATE	DESCRIPTION	BY

SCALE:	AS-SHOWN
DRAWN BY :	J.L.
CHECKED BY :	B.S.
DATE :	08-01-2025
PROJECT No. :	2025-109-JL
SHEET:	1

Prepared By and Return To:
Eve A. Boutsis
City Attorney
City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, Fl 3004

Folio #: 5042 33 46 0190

ACCESS AND UTILITY EASEMENT

This **ACCESS AND UTILITY EASEMENT** (this "Easement") is granted this ____ day of _____, 2025 by Mr. Ellis James and Tammie James, ("Grantors"), with an address of 255 NW 12th Avenue, Dania Beach, FL 33004 to the CITY OF DANIA BEACH, a Florida municipal corporation, having an address of 100 West Dania Beach Boulevard, Dania Beach, FL 33004 ("Grantee").

(WHEREVER USED HERIN, THE TERMS "GRANTOR" AND "GRANTEE" INCLUDE ALL THE PARTIES TO THIS INSTRUMENT AND THEIR HEIRS, LEGAL REPRESENTTATIVES AND ASSIGNS OF INDICIDUALS AND THE SUCCESSORS AND ASSIGNS OF CORPORTATIONS, WHEREVER THE CONTEXT SO ADMITS OR REQUIRES)

WITNESSETH:

A. Grantor is the fee title owner of that certain parcel of real property more particularly described in the Sewer Easement Sketch and accompanying legal description included in **Exhibit "A"** attached hereto and incorporated herein (collectively the "Property"), and the Utility Easement and Legal Description for the Utility Easement more particularly described on **Exhibit "B"** attached hereto (Collectively the "Easement Area").

B. Grantee is a municipality within whose jurisdiction the Property is located.

C. Grantee has installed infrastructure requiring a permanent easement within the Right-of-Way consisting of a fire hydrant, catch basin, valve, and related components and sanitary sewer piping. Grantor authorizes an access and utility easement through Grantor's Property, in order to provide Grantee access for maintenance of the Grantee's infrastructure.

D. Grantor desires to grant and create, pursuant to the terms and conditions hereinafter set forth, and Grantee has agreed to accept, the access and utility easement as defined below.

NOW, THEREFORE, for Ten and No/100 Dollars and other food and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agrees as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Grant of Easement. Grantor hereby grants and conveys to Grantee, an access and utility easement over, across and upon the Easement Area for the purpose of providing Grantee access for maintenance of the fire hydrant, catch basin, valve, and related components and the sanitary sewer piping ("Access and Utility Easement") subject to the rights reserved by Grantor, as outlined below. The easement shall constitute a covenant running with the land and will be recorded, at the City's expense, in the public records of Broward County, Florida, and shall remain in full force and effect and be binding upon the successors and assigns of the respective parties hereto, until such time as the same is released in writing as hereinafter provided. Grantors shall ensure free and continuous access to the fire hydrant (cannot be blocked from line of sight from the street, or physically blocked). For example, a fence or wall type structure cannot block access to the fire hydrant from any point on the street as the access is vital for fire suppression purposes to the immediate area and needs to always remain accessible.

3. Maintenance and Repair. Grantor shall be responsible for maintaining the Easement Area in a state of good repair, reasonably safe condition and neat and reasonably attractive manner including, without limitation, the maintenance of support structures and all landscaping, irrigation and lighting located within the Easement Area. In the event the Easement Area is damaged or destroyed in part or in whole, Grantor shall repair and restore same to the original condition. If Grantee causes damage to the easement area due to installation, maintenance or repair of the outfall, the Grantee shall be responsible for bringing the easement area back into a similar condition to which it before any of Grantee's actions.

4. Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail return receipt requested, postage paid to the address set in this paragraph, or such other address as a party may designate on notice to the other.

5.

Grantor:
Mr. and Mrs. Ellis and Tammie James
255 NW 12th Avenue
Dania Beach, FL 33004

Grantee:
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

With a copy to:
Eve A. Boutsis, City Attorney
Dania Beach City Attorney
100 West Dania Beach Boulevard
Dania Beach, FL 33004

6. Reservation of Rights:

    a. Use of Easement Area. Grantor hereby reserves all rights of ownership in and to the Easement Area which are not inconsistent with the Easement, including, without limitation:
        i. the right to grant further non-exclusive easements on, over, under and/or across the Easement Area (i.e., utility, access, etc.) which are not inconsistent with the purpose of this Easement; and (ii) the exclusive right, subject to Grantor's right to restore, to design, build, furnish and maintain any and all improvements located within and adjacent to the Easement Area.

7. Exhibits. All of the Exhibits attached to this Easement are incorporated in and made a part of this Easement.

8. Sovereign Immunity. Nothing in this Easement shall be interpreted to constitute a waiver of the sovereign immunity of the Grantee with respect to any negligence actions brought against the Grantee by third parties.

9. Form of Document. The provisions of this Easement do not imply obligations on the part of the Grantee other than the requirements to provide notice as specifically set forth herein. This Easement shall not cease to exist upon default by the Grantor or the Grantee's failure to give notice.

10. Inspections. As a further part of this easement, it is hereby understood and agreed that any official inspector of the City of Dania Beach, or its agents duly authorized, may have the privilege at any reasonable time of entering and investigating the accessibility of the easement area.
11. Duration. The provisions of this instrument shall become effective upon their recordation in the public records of Broward County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each.

12. Enforcement. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to any action or suit pertaining

to or arising out of this Covenant shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

13. Severability. Invalidation of any of provision in this easement by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.

14. Cumulative rights. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

15. Amendments. This Easement may not be amended or modified except by written instrument executed by all of the then fee owner(s) of the Easement Area and the City Commission of Grantee; provided however, that amendments or modifications to correct or amend **Exhibits "A" and "B**" of this Easement may be executed by the then fee owner(s) and City Manager of Grantee without necessitation review and approval by the City Commission. Modifications or amendments shall be recorded in the Public Records of Broward County, Florida.

16. Termination. Termination of this Easement may only be accomplished through the City's easement vacation process as provided in the City's Code of Ordinance.

17. Entire Agreement. This Easement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereto.

18. Captions. The captions and paragraph headings contained in this Easement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Easement, nor the intent of any provision hereof.

19. Counterparts. This Easement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Easement.

20. Waiver. No waiver of any of the provisions of this Easement shall be effective unless it is in writing, signed by the party against whom is its asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

21. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be Broward County, Florida.

22. Recordation. Upon execution and delivery, Grantor shall record this Easement in the public records of Broward County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

WITNESSES:

_____
[Witness Signature]

_____
[Witness print/type name]

_____
[Witness Signature]

_____
[Witness print/type name]

[Witness Signature]

_____
[Witness print/type name]

GRANTORS:

Ellis James,

By: _____

Tammie James,

By: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by either [ ] online notarization or [ ] physical presence, this ___ day of _____, 2025, by _____, freely and voluntarily on behalf of said corporation. He is personally known to me or has produced _____ as identification.

_____
Notary Public

_____
Typed, printed or stamped name of Notary Public
My Commission Expires:

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by either [ ] online notarization or [ ] physical presence, this ___ day of _____, 2025, by _____, freely and voluntarily on behalf of said corporation. He is personally known to me or has produced _____ as identification.

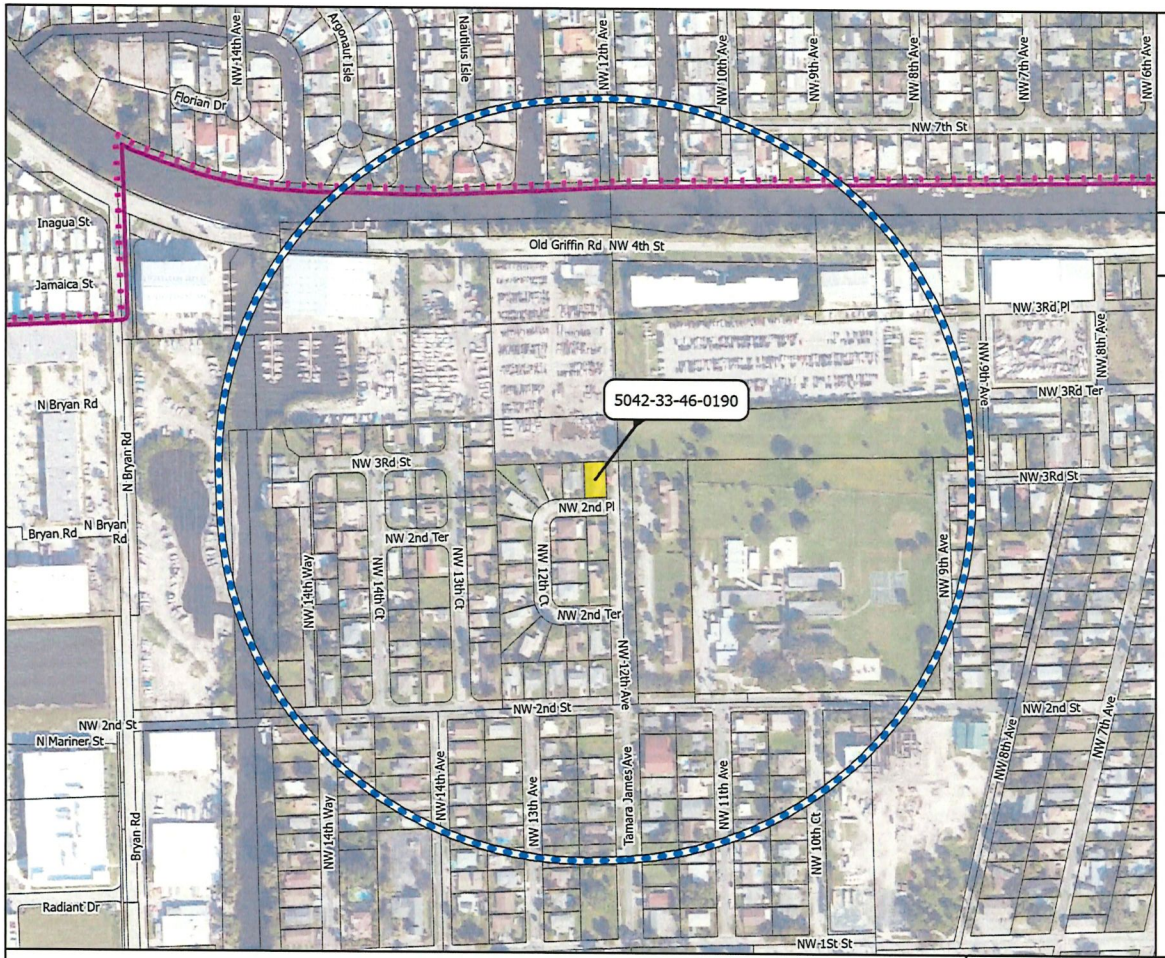
_____
Notary Public

_____
Typed, printed or stamped name of Notary Public
My Commission Expires:

APPROVED AS TO FORM AND ACCEPTED:

Signed: _____

Printed Name: _____
Title: City Attorney, City of Dania Beach



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Location Map

APPLICATION:
VC-018-25

FOLIO:
5042-33-46-0190

ADDRESS:
255 NW 12th Ave

REQUEST:
Vacation of SE 3 Avenue

Legend

- Dania Beach Boundary
- Parcels
- 1,000 ft Buffer
- CRA Boundary
- Proposed Parcel

N

Date: 6/10/2025

When Printed on 8 1/2" x 11"
1 inch equals 400 feet

0 200 400 600 Feet

Florida Technical Consultants

DANIA BEACH
SEA IT. LIVE IT LOVE IT

City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

RECEIVED
JUN 02 2025
BY:

- ☐ **Administrative Variance**
- ☐ **Land Use Amendment**
- ☐ **Plat**
- ☐ **Rezoning**
- ☐ **Site Plan**
- ☐ **Special Exception**
- ☐ **Variance**
- ☒ **Other:** Vacation of ROW *(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)*

Date Rec'd: _____

Petition No.: VC-018-25

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and **"Required Documentation"** checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: SE 3 Avenue

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: 33-50-42-THE E 35' of E 1/2 of SE 1/4 of SE 1/4 of NE 1/4

Folio Number(s): 5042-33-46-0280 Legal Description: _____

Applicant/Consultant/Legal Representative **(circle one)** Ellis & Tammie James

Address of Applicant: 255 NW 12th Avenue Dania Beach FL 33004

Business Telephone: 954-608-1111 Home: _____ Fax: _____

E-mail address: tammieFJames@aol.com

Name of Property Owner: Ellis & Tammie James

Address of Property Owner: 255 NW 12th Avenue Dania Beach, FL 33004

Business Telephone: 954-608-1111 Home: _____ Fax: _____

Explanation of Request: to Vacate road in Front of House
*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code.***

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: Tammie James
(Owner / Agent signature*)

BEFORE ME THIS 3rd **DAY OF** March **, 20** 25

By:
Tammie James
(Print name of person acknowledging)

Tammie James
(Joint owner signature if applicable)

Notary Anastacia Hughes

(Signature of Notary Public – State of Florida **)**

NOTARY PUBLIC STATE OF FLORIDA
ANASTACIA RENEE HUGHES
MY COMMISSION # HH 497457
EXPIRES: February 27, 2028

Personally known ✓ **or Produced Identification** _____

Type of identification produced: _____ **or Drivers License** _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF BEFORE PROCESSING OCCURS.

City of Dania Beach
APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State statutes and the Dania Beach Land Development Code. Should any applicant have more than one type of request submitted to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board, City Commission, or both. It is the obligation of each applicant to review the appropriate City Codes and design standards related to the proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = $4,000.00 plus $5.00 per flex, reserve or LAC/RAC unit or hotel room or $100 per acre or portion of such area *Includes Staff processing, 2 review cycles, advertising and notice costs*
Change of Land Use	Filing fee = $7,000.00, plus $500.00 per acre or portion of area *Includes Staff processing, 2 review cycles, advertising and notice costs*
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - $2,600.00 Greater than 2 acres - $6,200.00 *Includes Staff processing, 2 review cycles, advertising and notice costs*
Zoning Code Text Amendment	Changing the list of Permitted Uses - $6,000.00 General Text - $2,000.00
PLAT	(Perimeter) Filing fee = $3,000.00 plus $50.00 per acre or portion of such area (Subdivision) Filing fee = $3,000.00 plus $100 per acre or portion of such area **Cost Recovery Fee: $10,000.00** *Includes Staff processing, 2 review cycles, advertising and notice costs*
Delegation Request	**$1,500.00** **Cost Recovery Fee: $10,000.00** *Includes Staff processing, 2 review cycles, advertising and notice costs*
SITE PLAN	
Site Plan	**Filling Fee: $3,000.00** **Plus,** retainer for staff/consultant review, administrative and notice costs as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code) **Cost Recovery= $10,000.00** **Fire Plan Review Fee: $1,120.00** **Minimum fee: $14,120.00** *Includes Staff processing, two (2) review cycles, advertising and notice costs*
Site Plan Revisions	**Filling Fee: $1,500.00** Fire Plan Review Fee: **$200.00** **Cost Recovery Fee: $10,000.00** *Two (2) review cycles.* *(Plus, fee for each associated variance as listed in the fee schedule and cost as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code)*
Extension of Approval(s) (Site plan, variance, special exception requests)	$1,250.00 – Single Extension (**PLUS**) an additional $ 250.00 for each associated approval

City of Dania Beach
APPLICATION TYPE AND FEE SCHEDULE

SPECIAL EXCEPTION	
SPECIAL EXCEPTION	Filing fee = $4,000.00 *Includes Staff processing, 2 review cycles, advertising and notice costs*
Additional Resubmittal (In addition to the standard (2) review cycles)	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	$ 350.00
Administrative, all other	$ 700.00
Single Family/Community Facility	$ 500.00
Duplex & Triplex	$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	$2,500.00
Nonres. (per variance), Wall Signs, Monument Signs, Pole Signs (As permitted)	$2,000.00
Appeal (single family & comm fac)	$ 700.00
Appeal (all other uses)	$2,000.00
Dumpster Appeal to Com. Dev. Dir.	$ 200.00
Dumpster Appeal to City Com.	$ 500.00
Alcoholic Beverage Variance	$1,400.00
Mobility Application	$1,400.00
Traffic-way Waiver	$4,000 .00
Vacation – Road/Easement	$3,500.00
Alcohol Beverage Variance	$1,400.00
Alcohol Extended Hours License Application	$2,400.00
Alcoholic Beverage Waiver	$1,000.00
Zoning Review: State Liquor License	$ 125.00
Outdoor Seating/Dinning	$ 100.00
Assisted Living Facility	$ 100.00
CRA Grant Application	$ 250.00
UNSPECIFIED	$ 500.00 (**PLUS** any outside costs incurred by the city as per "Section 685-10 Cost Recovery for Development Review" of the land Development Code)
Zoning Information Letter	$ 300.00
Certificate of Use- Residential	$ 50.00
Super Graphic	$ 250.00

Revised – 02-24-21 as per City Commission Approval Resolution #2021-021

COLLINS PARC

A SUBDIVISION OF A PORTION OF THE NE 1/4 OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST, CITY OF DANIA, BROWARD COUNTY, FLORIDA

BERRY & CALVIN — SURVEYORS & ENGINEERS - 3129 NORTH 29TH AVENUE, HOLLYWOOD, FLORIDA 33020

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE CITY OF DANIA, A FLORIDA MUNICIPAL CORPORATION, IS THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AND HAS CAUSED THE SAID LANDS TO BE SUBDIVIDED AND PLATTED IN THE MANNER SHOWN HEREON AND TO BE KNOWN AS "COLLINS PARC", A SUBDIVISION.

ALL THOROUGHFARES AND EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS WHEREOF THE CITY OF DANIA, A FLORIDA MUNICIPAL CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS OFFICERS AND THE CORPORATE SEAL AFFIXED THERETO THIS 8TH DAY OF SEPTEMBER, 1987.

Ewla M. Gardner
WITNESS (AS TO BOTH)

Mara' Denny
WITNESS (AS TO BOTH)

Chester A. Byrd
CHESTER A. BYRD - MAYOR

Wanda Mullikin
WANDA MULLIKIN-CITY CLERK

ACKNOWLEDGEMENT

STATE OF FLORIDA } S.S.
COUNTY OF BROWARD }

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME CHESTER A. BYRD AND WANDA MULLIKIN, MAYOR AND CITY CLERK, RESPECTIVELY OF THE CITY OF DANIA, A FLORIDA MUNICIPAL CORPORATION, TO ME WELL KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING PLAT AND INSTRUMENT OF DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS AND THAT THEY AFFIXED THERETO THE OFFICIAL SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT IS THE ACT AND DEED OF SAID CORPORATION.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT CITY OF DANIA, BROWARD COUNTY, FLORIDA, THIS 9TH DAY OF SEPTEMBER, 1987.

MY COMMISSION EXPIRES Notary Public, State of Florida My Commission Expires Sept. 26, 1988 Bonded Thru Tory Fain Insurance, Inc.

Marie Brammer
NOTARY PUBLIC - STATE OF FLORIDA

NOTES

1. ⊙ ..... INDICATES PERMANENT REFERENCE MONUMENT.
2. ○ ..... INDICATES PERMANENT CONTROL POINT.
3. ..... BEARINGS SHOWN HEREON ARE ASSUMED.
4. U.E. ..... INDICATES UTILITY EASEMENT.
5. B.M. ELEV. = INDICATES BENCHMARK ELEVATION.
6. RIGHT-OF-WAY DEDICATED BY THIS PLAT = 30,826 SQ.FT. (0.708 ACRES±)
7. SQ.FT. INDICATES SQUARE FOOTAGE.
8. BENCHMARK OF ORIGIN: # 1893 - 0.4 MILE S. OF MILE POST 345 - TOP OF EAST END OF NORTH CONC. ABUTMENT OF BRIDGE # 345+41 OVER DANIA CUT-OFF CANAL - 85' E. OF EAST RAIL OF NORTHBOUND TRACT ELEV. = 17.382 (BROWARD CO. BENCHMARK)

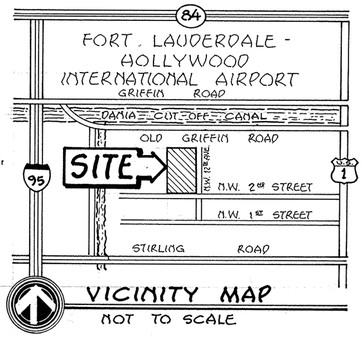
RESTRICTING NOTE

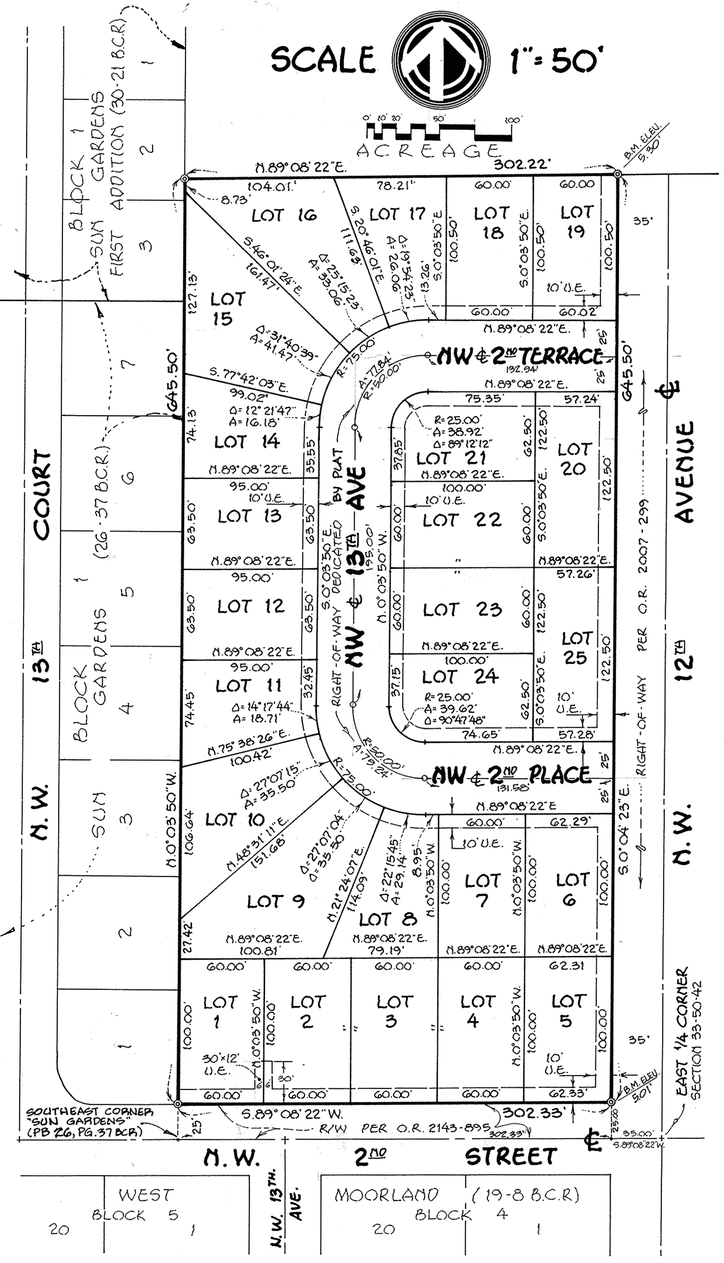
THIS PLAT IS RESTRICTED TO: 21 - 3 BEDROOM & 4 - 4 BEDROOM DETACHED SINGLE FAMILY UNITS. THIS PLAT IS ALSO RESTRICTED TO PERSONS WITH A TOTAL FAMILY INCOME OF EIGHTY PERCENT (80%) OR LESS OF THE MEDIAN INCOME FOR BROWARD COUNTY ACCORDING TO THE PREVAILING STANDARD METROPOLITAN STATISTICS OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY AGREEMENT WITH BROWARD COUNTY.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LOT AREA TABLE

LOT №	AREA (SQ.FT.)	LOT №	AREA (SQ.FT.)
1	6,000	14	6,000
2	6,000	15	9,250
3	6,000	16	8,629
4	6,000	17	6,000
5	6,231	18	6,028
6	6,229	19	6,029
7	6,000	20	7,013
8	6,000	21	6,120
9	9,819	22	6,000
10	7,732	23	6,000
11	6,000	24	6,111
12	6,032	25	7,016
13	6,032		




SCALE 1" = 50'
0' 10' 30' 50' 100'
ACREAGE
BLOCK 1 SUN GARDENS FIRST ADDITION (30-21 B.C.R.)
BLOCK 1 SUN GARDENS (26-37 B.C.R.)
N.W. 13TH COURT
N.W. 12TH AVENUE
N.W. 13TH AVE. BY PLAT
NW 2ND TERRACE
NW 2ND PLACE
N.W. 2ND STREET
N.89°08'22"E. 302.22'
S.89°08'22"W. 302.33'
S.01°03'50"W. 645.50'
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
LOT 23
LOT 24
LOT 25
R=25.00' A=39.27' Δ=90°00'00"
R=25.00' A=38.92' Δ=89°12'12"
R=75.00' A=17.64' R=50.00'
R=250.00' A=119.24'
Δ=14°17'44" A=18.71'
Δ=27°07'15" A=35.50'
Δ=27°07'04" A=35.50'
Δ=12°21'47" A=16.18'
Δ=31°40'39" A=41.47'
Δ=22°15'23" A=9.72'
Δ=22°15'45" A=29.14'
Δ=90°47'48" A=39.62'
S.20°46'01"E. 111.62'
S.46°01'08"E. 161.47'
N.75°38'26"E. 100.42'
N.46°31'11"E. 151.68'
N.21°24'01"E. 114.09'
S.77°42'05"E. 99.08'
S.01°03'50"W. 106.64'
N.01°03'50"W. 106.64'
N.01°03'50"W. 199.00'
S.01°03'50"E. 100.50'
S.01°03'50"E. 122.50'
S.01°03'50"E. 62.50'
S.01°03'50"E. 74.13'
S.01°03'50"E. 74.45'
S.01°03'50"E. 32.45'
S.01°03'50"E. 37.15'
S.01°03'50"E. 62.50'
S.01°03'50"E. 57.26'
S.01°03'50"E. 57.28'
S.01°03'50"E. 74.65'
S.01°03'50"E. 62.29'
S.01°03'50"E. 62.31'
S.01°03'50"E. 62.33'
S.01°03'50"E. 57.24'
S.01°03'50"E. 97.65'
S.01°03'50"E. 35.55'
S.01°03'50"E. 27.42'
S.01°03'50"E. 8.95'
S.01°03'50"E. 8.73'
S.01°03'50"E. 35.00'
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S.01°03'50"E. 25.00'
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S.01°03'50"E. 35.00'
S.01°03'50"E. 35.00'
S.01°03'50

MAP OF BOUNDARY SURVEY

GRAPHIC SCALE

30' 15' 0 15' 30'

(IN FEET)
1 INCH = 30 FT.

NORTH

LEGAL DESCRIPTION:

LOT 19, BLOCK X, OF "COLLINS PARC ", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 141, AT PAGE 17, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PROPERTY ADDRESS:

FOLIO NO. 5042-33-46-0190

255 N.W. 12TH AVENUE ,
DANIA BEACH, FLORIDA-33004

AREA OF PROPERTY: 6,031 SQUARE FEET AND/OR 0.138 ACRES MORE OR LESS.

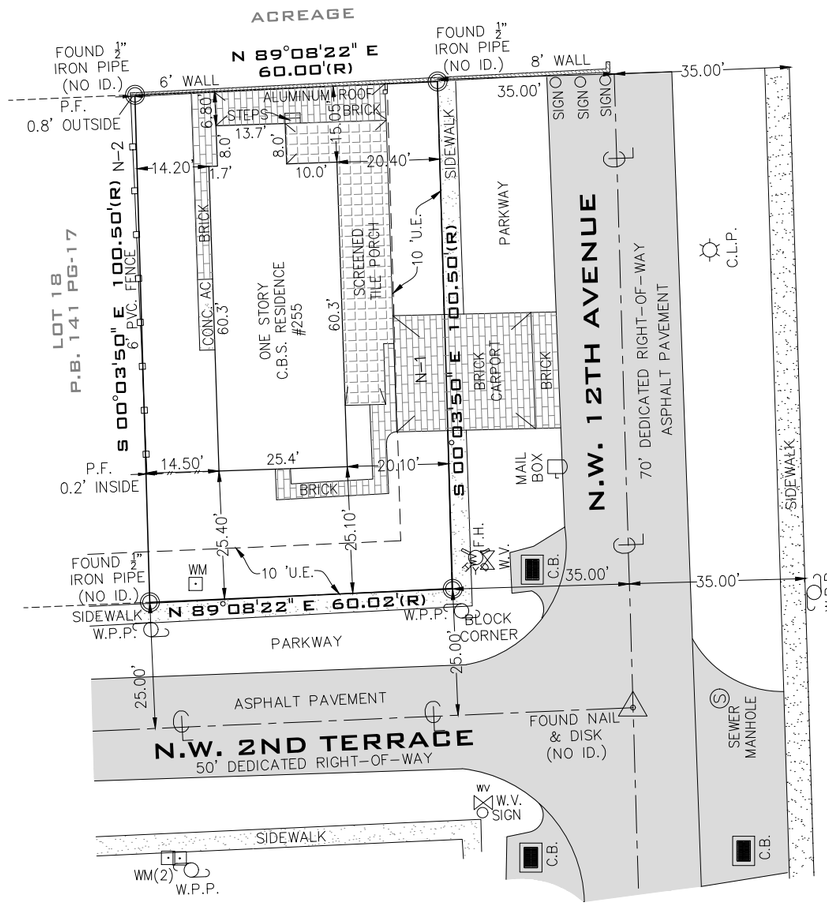
CERTIFIED TO:

THIS BOUNDARY SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAME HEREON. THE CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED PARTIES.

-JAMES, TAMMIE DENISE & ELLIS R

SURVEYOR'S NOTES:

1.) THE ABOVE CAPTIONED PROPERTY WAS SURVEYED AND DESCRIBED BASED ON THE ABOVE LEGAL DESCRIPTION: PROVIDED BY CLIENT.
2.) THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS, OR FREEDOM OF ENCUMBRANCES. ABSTRACT NOT REVIEWED.
3.) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS BOUNDARY SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, AN EXAMINATION OF ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY AFFECTING THIS PROPERTY.
4.) ACCURACY: THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET, THE ACCURACY OBTAINED BY FIELD MEASUREMENT AND OFFICE CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS.
5.) FOUNDATIONS AND/OR FOOTINGS THAT MAY CROSS BEYOND THE BOUNDARY LINES OF THE PARCEL HEREIN DESCRIBED ARE NOT SHOWN.
6.) TYPE OF SURVEY: BOUNDARY SURVEY
7.) ELEVATIONS SHOWN HEREON ARE BASED ON TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.88)
8.) ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD U.S. SURVEY FEET
9.) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK ON THE HEREIN DESCRIBED PARCEL FOR BUILDING AND ZONING INFORMATION.
10.) UNDERGROUND UTILITIES ARE NOT DEPICTED HEREON, CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK OR CONSTRUCTION ON THE PROPERTY HEREIN DESCRIBED. SURVEYOR SHALL BE NOTIFIED AS TO ANY DEVIATION FROM UTILITIES SHOWN HEREON.
11.) ENCUMBRANCES NOT SHOWN ON THE PLAT.
12.) THE WRITTEN CONSENT OF LANDMARK SURVEYING & ASSOCIATES, INC. UNDERGROUND PORTIONS OF FOOTING, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
13.) ONLY VISIBLE AND ABOVE GROUND ENCROACHMENTS LOCATED.
14.) WALL TIES ARE TO THE FACE OF THE WALL.
15.) FENCE OWNERSHIP NOT DETERMINED.
16.) BASIS OF BEARINGS REFERENCED TO LINE NOTED AS B.B.
17.) BOUNDARY SURVEY MEANS A DRAWING AND/OR GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD.
18.) NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS NOTED.
19.) THE SOURCES OF DATA USED FOR THE PREPARATION OF THIS BOUNDARY SURVEY IS "COLLINS PARC " RECORDED IN PLAT BOOK 141, AT PAGE 17.
20.) THIS MAP OF SURVEY IS INTENDED TO BE DISPLAYED AT A SCALE OF ONE INCH EQUALS 30 FEET.



NOTES:

N-1 = A PORTION OF THE BRICK DRIVEWAY ALONG THE EAST BOUNDARY LINE FALLS INSIDE THE EASEMENT.

N-2 = A PORTION OF THE PVC VINYL FENCE ALONG THE WEST BOUNDARY LINE, FALLS OUTSIDE THE PROPERTY LINE.

LOCATION MAP

SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST
LYING AND BEING IN BROWARD COUNTY FLORIDA
(NOT TO SCALE)



LANDMARK SURVEYING & ASSOCIATES, INC.

LB No. 7633
PROFESSIONAL SURVEYORS AND MAPPERS
8532 S.W. 8th STREET, SUITE "282"
MIAMI, FL 33144
PHONE: (305) 556-4002 FAX: (305) 556-4003
WWW.LMSURVEYING.COM
EMAIL-REQUEST@LMSURVEYING.COM

ABBREVIATIONS AND LEGEND:

A/C	=DENOTES AIR CONDITIONING UNIT
B.B.	=DENOTES BASIS OF BEARINGS
ASPH.	=DENOTES ASPHALT
ℙ	=DENOTES PROPERTY LINE
B.M.	=DENOTES BENCH MARK
C.B.S.	=DENOTES CONCRETE BLOCK STUCCO
CONC.	=DENOTES CONCRETE
L.P	=DENOTES LIGHT POLE
CB	=DENOTES CATCH BASIN
℄	=DENOTES CENTERLINE
M	=DENOTES MONUMENT LINE
L.M.E.	=DENOTES LAKE & MAINTENANCE EASEMENT
D.E.	=DENOTES DRAINAGE EASEMENT
D.H.	=DENOTES DRILL HOLE
(M)	=DENOTES MEASURE
(R)	=DENOTES RECORD
WPP	=DENOTES WOOD POWER POLE
U.E.	=DENOTES UTILITY EASEMENT
P.B.	=DENOTES PLAT BOOK
PG.	=DENOTES PAGE
P.C.P.	=DENOTES PERMANENT CONTROL POINT
P.O.B.	=DENOTES POINT OF BEGINNING
TYP.	=DENOTES TYPICAL
M.H.W.	=DENOTES MEAN HIGH WATER LINE
—//—	=DENOTES WOOD FENCE
—x—	=DENOTES CHAIN LINK FENCE
—o—	=DENOTES IRON FENCE
O	=DENOTES FOUND IRON PIPE (NO ID.)
△	=DENOTES FOUND NAIL AND DISC
	=DENOTES ASPHALT PAVEMENT
X.XX	=DENOTES ELEVATIONS
	=DENOTES BRICK
	=DENOTES CONCRETE PAD

ALL BEARINGS AND DISTANCES SHOWN HEREON ARE RECORD AND MEASURED UNLESS OTHERWISE NOTED.

SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS "MAP OF BOUNDARY SURVEY" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THAT IT MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 THROUGH 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTE.

SIGNED _____ FOR THE FIRM
ARTURO MENDIGUTIA, P.S.M. STATE OF FLORIDA P.S.M. No. 5844-STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES AND/OR NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL.

MAP OF BOUNDARY SURVEY

FLOOD ZONE:	AE
ELEVATION:	6.0 FEET
COMMUNITY:	120034
PANEL:	12011C0567
DATE OF FIRM:	07-31-2024
SUFFIX:	J
ORIGINAL FIELD WORK SURVEY DATE	06-30-2025
BENCH MARK:	D-239
ELEVATION:	15.78 FEET (NAVD88)

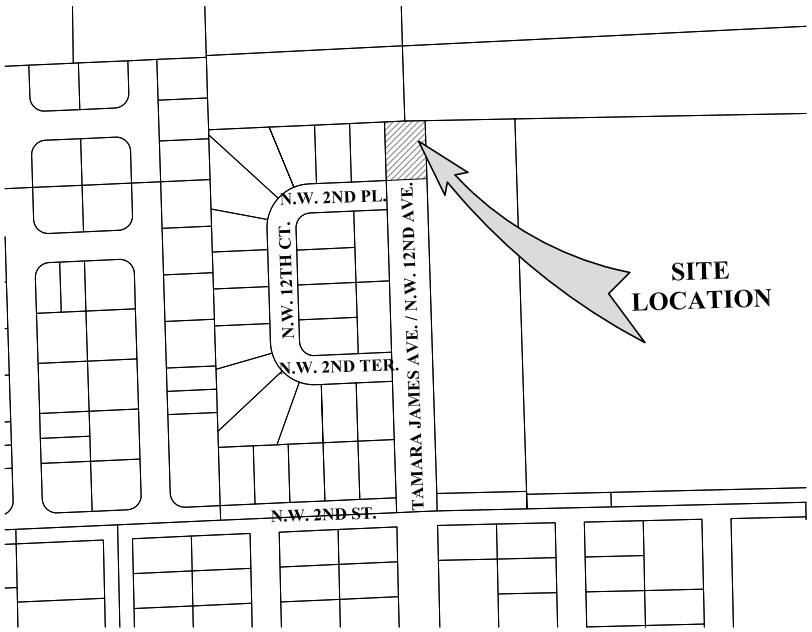
DATE	DRAWN BY	SCALE
06-30-2025	J.FEE	1"=30'

REVISION / UPDATE OF SURVEY

DATE	DESCRIPTION
N/A	N/A

JOB No.
2506.0301

EXHIBIT "A"
A PORTION OF RIGHT-OF-WAY LYING & BEING IN SEC.33-50-42 & SEC.34-50-42, BROWARD COUNTY, FLORIDA



LOCATION MAP
A PORTION OF THE NE 1/4 OF SECTION 33 & THE NW 1/4 OF SECTION 34, TOWNSHIP 50 SOUTH RANGE 42 EAST, CITY OF DANIA BEACH, BROWARD COUNTY FLORIDA
(NOT TO SCALE)

SURVEYOR'S NOTES:

1) This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon. 2) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties. 3) There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of TITLE COMMITMENT will be made to determine recorded instruments, if any affecting this property. 4) North arrow Direction and Bearings shown hereon are based on an assumed bearing of N00°04'23"W, along the East Line of N.E. 1/4, of Section 33-50-42 & the West Line of N.W. 1/4 of Section 34-50-42, Broward County, Florida. 5) No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J-17, Florida Administrative Code.

Landmark Surveying & Associates, Inc., LB #7633

DATE: July 14th, 2025

ARTURO MENDIGUTIA. P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA REG. No. 5844

FOLIO NO.: : 504233460190 (REFERENCE)	
LOCATION MAP, SURVEYOR'S NOTES SURVEYOR'S CERTIFICATE	
Project No.: 2506.0301-01	
Drawn by: M.G.	SKETCH AND LEGAL DESCRIPTION
Approved by: A.M.	SHEET 1 OF 3
DATE: 07.14.2025	Scale: AS SHOWN

LANDMARK SURVEYING & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
L.B. No. 7633

8532 S.W. 8th STREET, SUITE "282"
MIAMI, FL 33144
PHONE: (305) 556-4002
FAX: (305) 556-4003
WWW.LMSURVEYING.COM
EMAIL-REQUEST@LMSURVEYING.COM

Z:\Surveys\2025\25-06\2506.0301\2506.0301-01\A PORT. OF R.O.W. - SKETCH AND LEGAL (2506.0301-01).dwg

A PORTION OF RIGHT-OF-WAY LYING & BEING IN SEC.33-50-42 & SEC.34-50-42, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF RIGHT-OF-WAY LYING AND BEING IN THE N.E. 1/4 OF SECTION 33 AND THE N.W. 1/4 OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 19, OF COLLINS PARC, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 141, AT PAGE 17, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THENCE RUN N89°08'22", A DISTANCE OF 35.00 FEET TO THE POINT ON THE EAST LINE OF N.E. 1/4 OF SAID SECTION 33 AS SHOWN HEREON; THENCE RUN S89°21'48"E TO THE N.W. CORNER OF TRACT "A", OF COLLINS PARC No.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 155, AT PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID N.E. CORNER OF TRACT "A", LYING AND BEING ON THE WEST RIGHT-OF-WAY LINE OF N.W. 12TH AVENUE AND THE WEST LINE OF N.W. 1/4 OF SAID SECTION 34, A DISTANCE OF 35.00 FEET; THENCE RUN S00°04'23"E, ALONG SAID WEST RIGHT-OF-WAY OF N.W. 12TH AVENUE AND THE WEST LINE OF N.W. 1/4 OF SAID SECTION 34, A DISTANCE OF 99.59 FEET; THENCE RUN S89°08'22"W, A DISTANCE OF 70.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF N.W. 12TH AVENUE AND THE EAST LINE OF N.E. 1/4 OF SAID SECTION 33, A DISTANCE OF 70.01 FEET; THENCE RUN N00°04'23"W, ALONG SAID EAST RIGHT-OF-WAY LINE OF N.W. 12TH AVENUE AND THE EAST LINE OF N.E. 1/4 OF SAID SECTION 33, A DISTANCE OF 100.50 FEET TO THE POINT OF BEGINNING.

THE AFORESAID PORTION OF LAND LAYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 7,019 SQUARE FEET AND/OR 0.161 ACRES MORE OR LESS.

LEGEND ABBREVIATION

C/L - CENTERLINE
EASMT - EASEMENT
P.B. - PLAT BOOK
PG. - PAGE
R/W. - RIGTH OF WAY
P.O.C. - POINT OF COMMENCE
P.O.B. - POINT OF BEGINNING
SEC. - SECTION
O.R.B. - OFFICIAL RECORD BOOK

FOLIO NO.: : 504233460190 (REFERENCE)	
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	
Project No.:2506.0301-01	
Drawn by: M.G.	SKETCH AND LEGAL DESCRIPTION
Approved by: A.M.	SHEET 2 OF 3
DATE: 07.14.2025	Scale: AS SHOWN

LANDMARK SURVEYING & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
L.B. No. 7633

8532 S.W. 8th STREET, SUITE "282"
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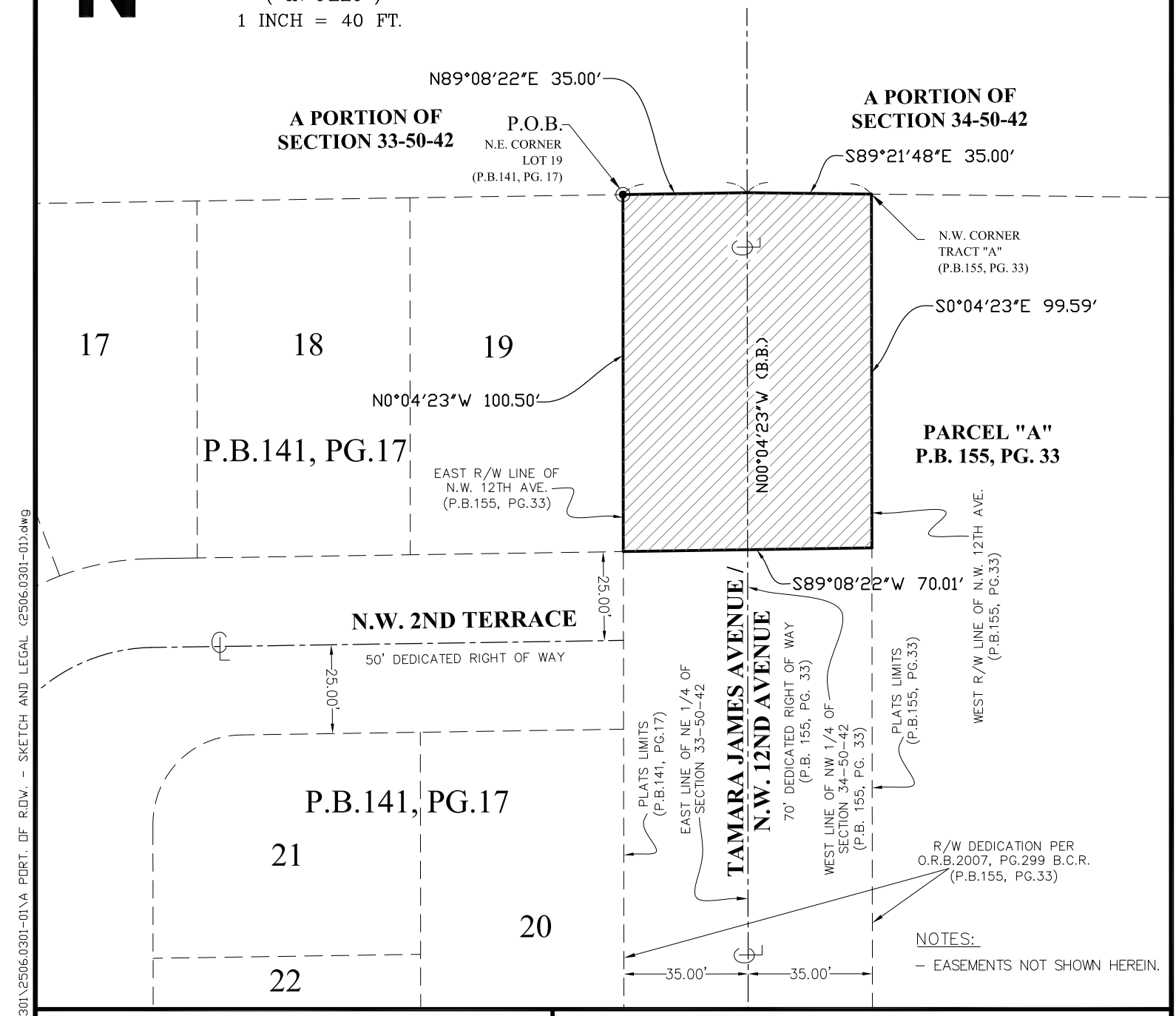
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A PORTION OF RIGHT-OF-WAY LYING & BEING IN SEC.33-50-42 & SEC.34-50-42, BROWARD COUNTY, FLORIDA

GRAPHIC SCALE

0' 40' 80' 160'

(IN FEET)
1 INCH = 40 FT.



NOTES:

- EASEMENTS NOT SHOWN HEREIN.

FOLIO NO.: : 504233460190 (REFERENCE)	
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	
Project No.:2506.0301-01	
Drawn by: M.G.	SKETCH AND LEGAL DESCRIPTION
Approved by: A.M.	SHEET 3 OF 3
DATE: 07.14.2025	Scale: AS SHOWN

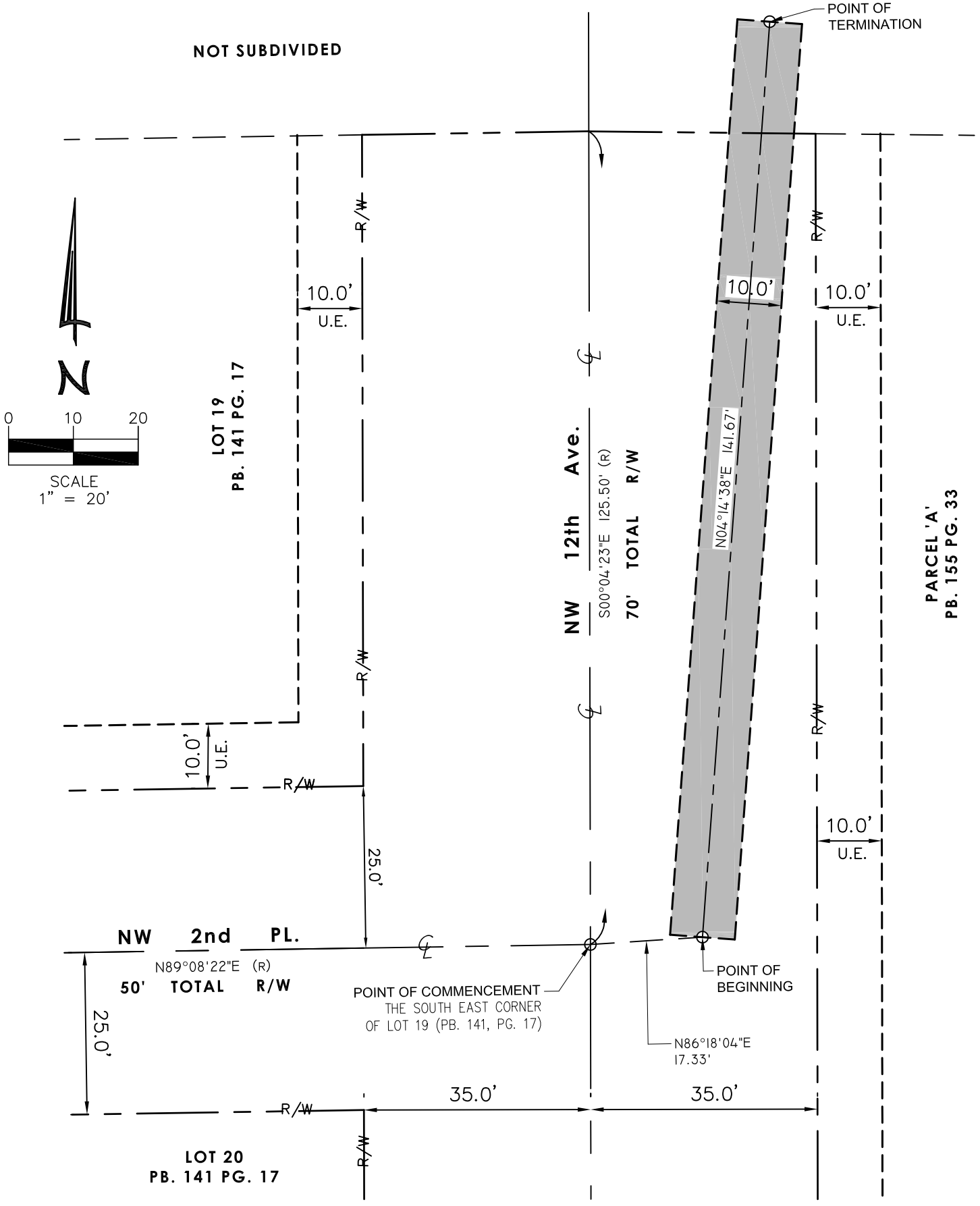
LANDMARK SURVEYING & ASSOCIATES, INC.
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Z:\Surveys\2025\25-06\2506.0301\2506.0301-01\A PORT. OF R.O.W. - SKETCH AND LEGAL (2506.0301-01).dwg

SEWER EASEMENT
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PLAN



NOTICE: Not full and complete without pages 1 & 2 of 2.

SEWER EASEMENT
LEGAL DESCRIPTION TO ACCOMPANY SKETCH

LEGAL DESCRIPTION OF EASEMENT:

A 10 foot Sewer Easement:

COMMENCE at the Intersection of North West 12th Avenue and North West 2nd Terrace; thence run N86°18'04"E for a distance of 17.33 feet to the **POINT OF BEGINNING;** thence run N04°14'38"E for a distance of 141.67 feet to the **POINT OF TERMINATION.**

Said described land contains 1,416.70 SQUARE FEET OR 0.03 ACRES more or less by calculations.

SURVEYOR'S CERTIFICATE:

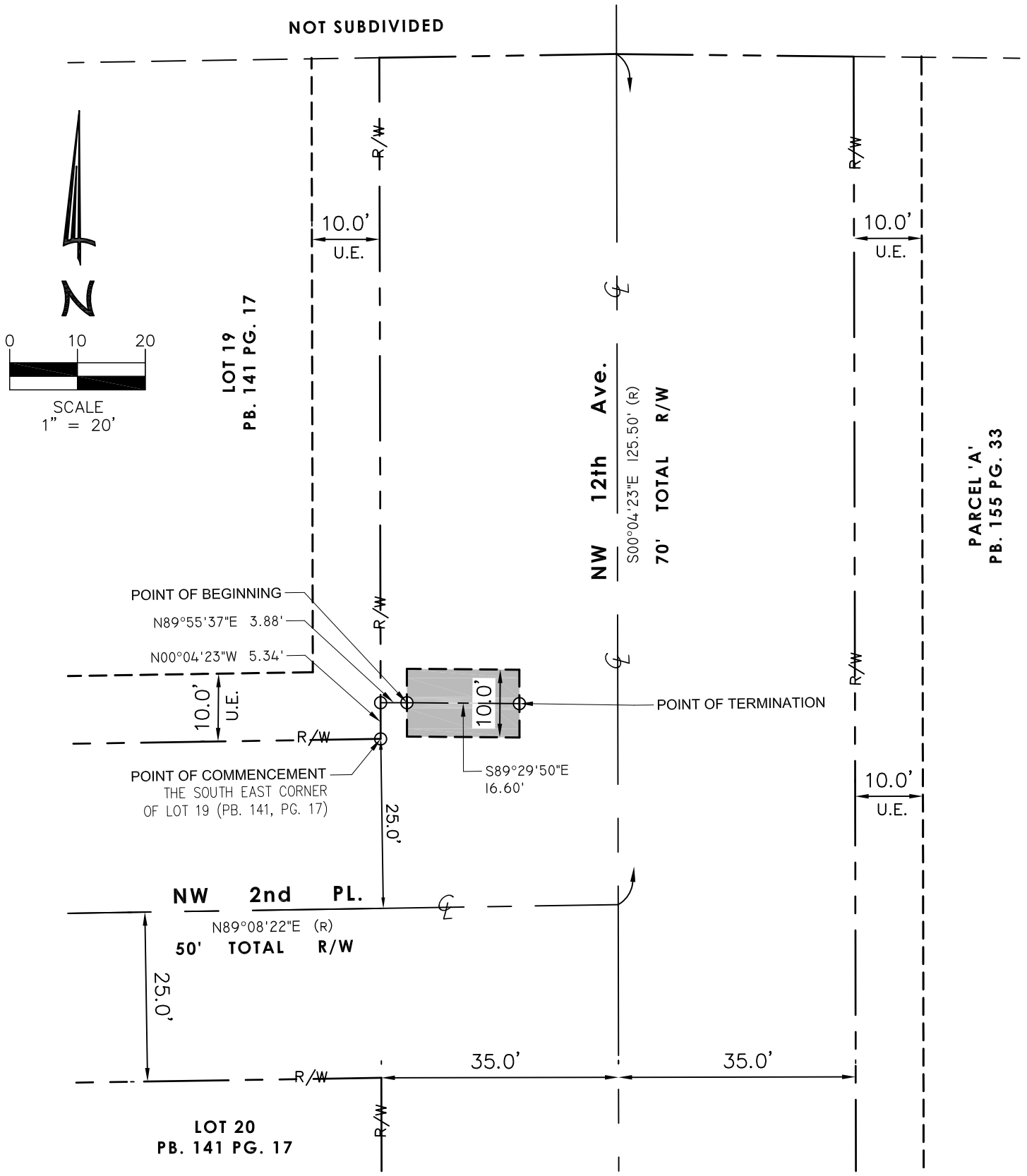
I hereby certify to that this "Sketch to Accompany Legal Description" was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

By:_____ Date: 08-26-2025
Justin Losada, P.S.M. 7653

NOTICE: The seal appearing on this document was authorized by [Justin Losada, P.S.M. 7653 on (August 26th, 2025)]. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required pursuant to Rule 5J-17.051 through 5J-17.053 of the Florida Administrative.

UTILITY EASEMENT
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PLAN



UTILITY EASEMENT
LEGAL DESCRIPTION TO ACCOMPANY SKETCH

LEGAL DESCRIPTION OF EASEMENT:

A 10 foot Utility Easement:

COMMENCE at the South East corner of Lot 19 of "COLLINS PARC", according to the plat thereof, as recorded in Plat Book 141 on Page 17 of the public records of Broward County, Florida; thence run N00°04'23"W along the West Right of Way line of NW 12th Avenue, for a distance of 5.34 feet; thence run N89°55'37"E for a distance of 3.88 feet to the **POINT OF BEGINNING;** thence run S89°29'50"E for a distance of 16.60 feet to the **POINT OF TERMINATION.**

Said described land contains 166 SQUARE FEET OR 0.004 ACRES more or less by calculations.

SURVEYOR'S CERTIFICATE:

I hereby certify to that this "Sketch to Accompany Legal Description" was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

By:_____ Date: 08-26-2025
Justin Losada, P.S.M. 7653

NOTICE: The seal appearing on this document was authorized by [Justin Losada, P.S.M. 7653 on (August 26th, 2025)]. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required pursuant to Rule 5J-17.051 through 5J-17.053 of the Florida Administrative.

May 1, 2025

Dania Economic Development Corp.
C/O Ms. Grace
210-240 NW 12 Avenue
Dania Beach, FL 33312

RE: Vacation of NW 12 Avenue

Dear Ms. Bobbie Grace,

As you know, I am preparing to file a Vacation of Right of Way application to the City of Dania Beach. This request is to vacation the northern 100 linear feet of NW 12 Avenue, from NW 2nd Place to its termination. If approved, half of the 70' wide roadway is typically given to each adjacent property owner, in this case 35 feet resulting in 3,500 square feet of land.

As the property owner to the east, the Dania Economic Development Corp, has an opportunity to obtain these 3,500 squares feet of vacant roadway to become part of your property.

Please let me know in writing if you prefer to accept ownership of the eastern half of the right of way, or if you decline acceptance.

Your neighbor,

Tammie James

Dania Economic Development Corporation has no objection to the City of Dania approving conveyance of the noted Vacation of Right of Way application.

The full 70 feet roadway.

President, Bobbie H. Grace

Jerry Carter
Director

ANASTACIA RENEE HUGHES
MY COMMISSION # HH 497457
EXPIRES: February 27, 2028

COMCAST

4/1/2025

Hello,

This letter shall serve as notice of "No Objection" to the request for Comcast to Vacate Easement at location:

255 NW 12th Ave, Dania Beach, FL 33004

Under the condition that a new easement, *when and if needed*, is granted to Comcast to provide services to the property at the above-mentioned location, whose access to service, *present or future*, may become affected by the proposed abandonment.

All expenses will be covered by the developer or owner of the property for Comcast to relocate the existing facilities.

Should you need any further information, please do not hesitate to contact the Comcast Team.

Sincerely,

COMCAST.

Michael Martin

Michael Martin

Specialist 2, Construction
561 436 9033

TECO
PEOPLES GAS
AN EMERA COMPANY

TO: Tammie James

LETTER OF CLEARANCE

3-26-2025

Address: 255 NW 12th Avenue Dania Beach Florida

(x) Following a review of our facilities in the area referenced above, TECO Peoples Gas confirms that there is NO ACTIVE GAS SERVICE at the specified property.

( ) TECO Peoples Gas has completed a cut and cap inside the property at the address listed above. Additionally, a service stub is present on the property. Please maintain a minimum distance of five (5) feet from the stub and call 811 before any excavations or construction activities to have the stub property marked.

To mitigate potential risks, we strongly recommend contacting 811 -Sunshine State One Call of Florida at 800-877-4770 at least 48 hours in advance, as other underground utilities may also be present. Utilizing the 811 service helps prevent personal injury and property damage. For additional details please visit their website at: www.callsunshine.com

Should you have any questions concerning the above, please contact me at: ***igonzalez@tecoenergy.com***

Sincerely,

Ily Gonzalez

Prepared by Ily Gonzalez for:
Raul Vega
Supervisor
RV/IG

Administrative Specialist Lead - Dade – Broward Counties
15779 W Dixie Hwy, North Miami Beach, FL 33162
igonzalez@tecoenergy.com Cell: 239-292-6485

USIC PROTECTING INFRASTRUCTURE

Ticket Status Notification

To:
Email: TAMMIEFJAMES@AOL.COM

Below lists utilities that were statused by USIC. Please note there may be other Utilities which include private facilities that may be present in the work area and are NOT the responsibility of USIC to locate or mark.

You are receiving this notification because your contact information is listed on the above ticket from the One Call System. If you have any questions regarding this notification, please contact USIC at 1-800-762-0592.

Ticket	Address
059505486	255 NW 12TH AVE,DANIA BEACH,FL

Utility	Locate Date /	Status	Detail
FPL Ele	03/21/25 01:32 PM	Not Marked	4 - Excavation Site Clear

---

Stay Up-to-Date with Real-Time Access to USIC's assigned Tickets through our DigCheck Pro App.
You will have the flexibility to see Open and Closed Tickets, Post Locate Photos, and Street Views!
There is no cost to access our DigCheck Pro App.

Sign up by emailing DigCheck@usicllc.com and provide your
First Name:
Last Name:
Company Name:
Email Address:
State or States:
Phone Number:

You can download DigCheck Pro from Apple App Store or Google Play Store Now!

It's Free!

DigCheck
Powered by USIC

Questions or Comments:

DigCheck@usicllc.com

Ticket : 059505486 Rev:003 Taken: 03/18/25 11:50ET

State: FL Cnty: BROWARD GeoPlace: DANIA BEACH
CallerPlace: DANIA BEACH
Subdivision:

Address : 255
Street : NW 12TH AVE
Cross 1 : NW 12TH CT
Within 1/4 mile: Y

Locat: LOCATE THE FRONT FROM THE STREET TO THE HOUSE AT 255 NW 12TH AVE
:
Remarks : 2ND NOTICE PER TAMMIE JAMES TO CITY OF DANIA BEACH
SEWER/WATER/DRAINAGE DUE TO RESPONSE SAYING CLEAR.CALLER STATES THERE ARE
UNMARKED LINES OWNED BY THE UTILITY IN THE WORK AREA.LOCATE ASAP
2ND NOTICE PER TAMMIE JAMES TO A T & T/ DISTRIBUTION SAY NO CONFLICT EXCAVATOR
SAYS LINES ARE IN CONFLICT! AND TO FLORIDA POWER & LIGHT--BROWARD SAYS CLEAR
EXCAVATOR SAYS IT IS NOT CLEAR LINES ARE IN CONFLICT! PLEASE LOCATE AND MARK
ASAP!
*** LOOKUP BY ADDRESS ***
*** Boundary: n 26.058160 s 26.056720 w -80.152579 e -80.151351
:
Grids : 2603C8009D

Work date: 03/04/25 Time: 23:59ET Hrs notc: 000 Category: 3 Duration: UNKNOWN
Due Date : 03/04/25 Time: 23:59ET Exp Date : 03/31/25 Time: 23:59ET
Work type: REMOVE CONCRETE AND ADD SOD Boring: U White-lined: U
Ug/Oh/Both: U Machinery: Y Depth: UNK Permits: N N/A
Done for : TAMMIE JAMES

Company : Type: HOME
Co addr : 255 NW 12TH AVE
City : DANIA BEACH State: FL Zip: 33004
Caller : TAMMIE JAMES Phone: 954-608-1111
Contact : TAMMIE JAMES Phone: 954-608-1111
BestTime: DAY
Mobile : 954-608-1111
Email : TAMMIEFJAMES@AOL.COM

Submitted: 03/18/25 11:50ET Oper: HEA
Mbrs : CD1369 CD1370 COD556 FPLBRO SBF23

There are 1 attachment(s) which can be viewed at:
https://exactix.sunshine811.com/viewticket/FL811/8VTAiFJREATwEZ2CBJUtEy9D

* Responses are current as of 03/18/2025 02:34 PM

Suppressed	Ex. Circum	Service Area	Utility Type(s)	Contact	Alternate Contact	Emergency Contact	Positive Response
No	No	CITY OF DANIA BEACH SEWER CD1369	SEWER	DEBRA MOUSSIGNAC (954) 924-6808 x3742		DARREN GREENE (954) 924-6808 x3746	Clear No Facilities Date: 03/18/2025 01:39 PM
No	No	CITY OF DANIA BEACH DRAINAGE CD1370	DRAINAGE	DEBRA MOUSSIGNAC (954) 924-6808 x3742		DARREN GREENE (954) 924-6808 x3746	Clear No Facilities Date: 03/18/2025 01:39 PM
No	No	CITY OF DANIA BEACH WATER COD556	DRAINAGE, SEWER, WATER	DEBRA MOUSSIGNAC (954) 924-6808 x3742		DARREN GREENE (954) 924-6808 x3746	Clear No Facilities Date: 03/18/2025 01:39 PM
Yes	No	FLORIDA POWER & LIGHT--BROWARD FPLBRO	ELECTRIC	USIC DISPATCH CENTER (800) 778-9140		USIC DISPATCH CENTER (800) 778-9140	Clear No Facilities Date: 02/28/2025 06:59 PM 2025/02/28 23:57 TICKET REVIEWED
Yes	No	A T & T/ DISTRIBUTION SBF23	TELEPHONE	UTILIQUEST LLC * (888) 357-1922	UTILIQUEST LLC * (888) 357-1922	AT&T NETWORK OPERATIONS CENTER (800) 247-2020	No Conflict - utility is outside of the requested work site Date: 03/18/2025 12:45 PM

Ticket : 059505486 Rev:003 Taken: 03/18/25 11:50ET

State: FL Cnty: BROWARD GeoPlace: DANIA BEACH
CallerPlace: DANIA BEACH
Subdivision:

Address : 255
Street : NW 12TH AVE
Cross 1 : NW 12TH CT
Within 1/4 mile: Y

Locat: LOCATE THE FRONT FROM THE STREET TO THE HOUSE AT 255 NW 12TH AVE
:
Remarks : 2ND NOTICE PER TAMMIE JAMES TO CITY OF DANIA BEACH
SEWER/WATER/DRAINAGE DUE TO RESPONSE SAYING CLEAR.CALLER STATES THERE ARE
UNMARKED LINES OWNED BY THE UTILITY IN THE WORK AREA.LOCATE ASAP
2ND NOTICE PER TAMMIE JAMES TO A T & T/ DISTRIBUTION SAY NO CONFLICT EXCAVATOR
SAYS LINES ARE IN CONFLICT! AND TO FLORIDA POWER & LIGHT--BROWARD SAYS CLEAR
EXCAVATOR SAYS IT IS NOT CLEAR LINES ARE IN CONFLICT! PLEASE LOCATE AND MARK
ASAP!
*** LOOKUP BY ADDRESS ***
*** Boundary: n 26.058160   s 26.056720   w -80.152579   e -80.151351
:
Grids   : 2603C8009D

Work date: 03/04/25 Time: 23:59ET Hrs notc: 000 Category: 3 Duration: UNKNOWN
Due Date : 03/04/25 Time: 23:59ET Exp Date : 03/31/25 Time: 23:59ET
Work type: REMOVE CONCRETE AND ADD SOD Boring: U White-lined: U
Ug/Oh/Both: U Machinery: Y Depth: UNK Permits: N N/A
Done for : TAMMIE JAMES

Company :   Type: HOME
Co addr : 255 NW 12TH AVE
City   : DANIA BEACH State: FL Zip: 33004
Caller : TAMMIE JAMES Phone: 954-608-1111
Contact : TAMMIE JAMES Phone: 954-608-1111
BestTime: DAY
Mobile : 954-608-1111
Email   : TAMMIEFJAMES@AOL.COM

Submitted: 03/18/25 11:50ET Oper: HEA
Mbrs : CD1369 CD1370 COD556 FPLBRO SBF23

There are 1 attachment(s) which can be viewed at:
https://exactix.sunshine811.com/viewticket/FL811/oIzAiFJREATwEZ2CBJUtEy9D

* Responses are current as of 04/02/2025 02:33 PM

Suppressed	Ex. Circum	Service Area	Utility Type(s)	Contact	Alternate Contact	Emergency Contact	Positive Response
No	No	CITY OF DANIA BEACH SEWER CD1369	SEWER	DEBRA MOUSSIGNAC (954) 924-6808 x3742		DARREN GREENE (954) 924-6808 x3746	Clear No Facilities Date: 03/18/2025 01:39 PM
No	No	CITY OF DANIA BEACH DRAINAGE CD1370	DRAINAGE	DEBRA MOUSSIGNAC (954) 924-6808 x3742		DARREN GREENE (954) 924-6808 x3746	Clear No Facilities Date: 03/18/2025 01:39 PM
No	No	CITY OF DANIA BEACH WATER COD556	DRAINAGE, SEWER, WATER	DEBRA MOUSSIGNAC (954) 924-6808 x3742		DARREN GREENE (954) 924-6808 x3746	Clear No Facilities Date: 03/18/2025 01:39 PM
Yes	No	FLORIDA POWER & LIGHT--BROWARD FPLBRO	ELECTRIC	USIC DISPATCH CENTER (800) 778-9140		USIC DISPATCH CENTER (800) 778-9140	Clear No Facilities Date: 03/21/2025 02:32 PM
Yes	No	A T & T/ DISTRIBUTION SBF23	TELEPHONE	UTILIQUEST LLC * (888) 357-1922	UTILIQUEST LLC * (888) 357-1922	AT&T NETWORK OPERATIONS CENTER (800) 247-2020	No Conflict - utility is outside of the requested work site Date: 04/02/2025 08:36 AM

Subject SSOCOF CONFRM 2025/02/28 #00000 059505486-000 NORM NEW

From Sunshine 811 Exactix <no-reply@exactix.sunshine811.com>

To: <tammiefjames@aol.com>

Date Today at 3:02 PM

CONFRM 00000 CALL SUNSHINE 02/28/25 15:02:09ET
059505486-000 STREET
Ticket : 059505486 Rev:000 Taken: 02/28/25 15:01ET

State: FL Cnty: BROWARD GeoPlace: DANIA BEACH
CallerPlace: DANIA BEACH
Subdivision:

Address : 255
Street : NW 12TH AVE
Cross 1 : NW 12TH CT
Within 1/4 mile: Y

Locat: LOCATE THE FRONT FROM THE STREET TO THE HOUSE AT 255 NW 12TH AVE
:
Remarks : *** LOOKUP BY ADDRESS ***
*** Attachments can be seen at https://exactix.sunshine811.com/viewticket/FL811/7ZOb09-hDfbvEZ2CBJUtEy9D
*** Boundary: n 26.058160 s 26.056720 w -80.152579 e -80.151351
:
Grids : 2603C8009D

Work date: 03/04/25 Time: 23:59ET Hrs notc: 056
Category: 3 Duration: UNKNOWN
Due Date : 03/04/25 Time: 23:59ET Exp Date : 03/31/25 Time: 23:59ET
Work type: REMOVE CONCRETE AND ADD SOD
Boring: U White-lined: U
Ug/Oh/Both: U Machinery: Y Depth: UNK Permits: N
N/A
Done for : TAMMIE JAMES

Company : Type: HOME
Co addr : 255 NW 12TH AVE
City : DANIA BEACH State: FL Zip: 33004
Caller : TAMMIE JAMES Phone: 954-608-1111
Contact : TAMMIE JAMES Phone: 954-608-1111

BestTime: DAY
Mobile : 954-608-1111
Email : TAMMIEFJAMES@AOL.COM

Submitted: 02/28/25 15:01ET Oper: PAT
Mbrs : CD1369 CD1370 COD556 FPLBRO SBF23

CAUTION: This email originated from outside the City of Dania Beach. Do not click links or open attachments unless you recognize the sender and expect the content.

The following facility operators have responded for this locate request:

Ticket 057503802
FL : BROWARD County, DANIA
34 SE 3RD TER

A T & T/ DISTRIBUTION #059505486 (Ladarrien Walker 3/18/2025)
- Marked
800-924-9420*2
800-288-2020*
2020

BROWARD COUNTY TRAFFIC ENGINEERING
- No Conflict - utility is outside of the requested work site

CITY OF DANIA BEACH DRAINAGE
- ***Response has not been entered***

CITY OF DANIA BEACH SEWER
- ***Response has not been entered***

CITY OF DANIA BEACH WATER
- ***Response has not been entered***

COMCAST CABLE
- Marked

FLORIDA POWER & LIGHT--BROWARD
- Clear No Facilities

LUMEN
- No Conflict - utility is outside of the requested work site

MCI
- Clear No Facilities

TECO PEOPLES GAS SOUTH FLORIDA
- Marked

The most up-to-date response status can always be gathered at https://exactix.sunshine811.com/ or by calling 1 - (800) 852 - 8057.

James, Tammie

From: Greene, Darren
Sent: Tuesday, March 18, 2025 11:20 AM
To: James, Tammie
Subject: FW: Responses for Sunshine 811 locate request 057503802

This is what you should receive.

Darren Greene, Public Works & Utilities Operations Manager
dgreene@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road, Dania Beach, FL, 33004
Phone: 954.924.6808

R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

Please note: Florida has a very broad public records law. Most written communications, including emails, to or from City officials regarding City business are public records and may be subject to public disclosure.

From: Vielot, Chloe <cvielot@daniabeachfl.gov>
Sent: Monday, March 3, 2025 7:55 AM
To: Greene, Darren <dgreene@daniabeachfl.gov>
Subject: FW: Responses for Sunshine 811 locate request 057503802

Good morning,

Please see below.

Thank you.

Response letter
800-852-8057
Locator
Debra Moussig
C
954-924-6808 x3746
Darren green
954-924-3746

Chloe Vielot, Administrative Assistant
cvielot@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Rd., Dania Beach, FL, 33004
Phone: 954.924.6808, x3742

R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

Please note: Florida has a very broad public records law. Most written communications, including emails, to or from City officials regarding City business are public records and may be subject to public disclosure.

From: Sunshine 811 Exactix <no-reply@exactix.sunshine811.com>
Sent: Saturday, March 1, 2025 7:07 AM
To: Vielot, Chloe <cvielot@daniabeachfl.gov>
Subject: Responses for Sunshine 811 locate request 057503802

Subject Responses for Sunshine 811 locate request 059505486

From Sunshine 811 Exactix <no-reply@exactix.sunshine811.com>

To: <tammiefjames@aol.com>

Date Mar 5 at 7:07 AM

The following facility operators have responded for this locate request:

Ticket 059505486
FL : BROWARD County, DANIA BEACH
255 NW 12TH AVE

A T & T/ DISTRIBUTION
- No Conflict - utility is outside of the requested work site

CITY OF DANIA BEACH DRAINAGE
- ***Response has not been entered***

CITY OF DANIA BEACH SEWER
- ***Response has not been entered***

CITY OF DANIA BEACH WATER
- ***Response has not been entered***

FLORIDA POWER & LIGHT--BROWARD
- Clear No Facilities

The most up-to-date response status can always be gathered at https://exactix.sunshine811.com/ or by calling 1 - (800) 852 - 8057.

Tammie James
255 NW 12th AVENUE
Dania Beach, Fl. 33004
tammiefjames@aol.com

Date 3/4/2025

Subject: To "Request to Vacate Unimproved Right-of-Way on SE 3rd Avenue.

To whom it may concern:

I am writing to formally request the vacation of the unimproved right-of-Way portions of SE 3rd Avenue located in front of my property at 255 NW 12 AVENUE. This section of the right-of-way is not currently developed or utilized for public access, and its vacation would allow for better use and maintenance of the area.

I appreciate your time and consideration and look forward to your response. Please feel free to contact me at your earliest convenience via phone 954-608-1111.

Tammie James

Thank you.



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	255 NW 12 AVENUE, DANIA BEACH FL 33004-2624
Property Owner	JAMES, TAMMIE DENISE & ELLIS R
Mailing Address	255 NW 12 AVE DANIA BEACH FL 33004-2624
Abbr Legal Description	COLLINS PARC 141-17 B LOT 19

ID #	5042 33 46 0190
Millage	0413
Use	01-01

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2025 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025*	$24,120	$370,010	$394,130	$79,100	
2024	$24,120	$370,010	$394,130	$76,880	$1,424.19
2023	$24,120	$339,330	$363,450	$74,650	$1,329.10

2025* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$394,130	$394,130	$394,130	$394,130
Portability	0	0	0	0
Assessed/SOH 94	$79,100	$79,100	$79,100	$79,100
Homestead 100%	$25,000	$25,000	$25,000	$25,000
Add. Homestead	$25,722	0	$25,722	$25,722
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$28,378	$54,100	$28,378	$28,378

Sales History

Date	Type	Price	Book/Page or CIN
9/17/1998	QCD	$100	28854 / 198
5/7/1997	QCD	$100	26400 / 349
6/27/1995	QCD	$24,300	23691 / 437
1/1/1994	QCD	$100	22139 / 310
9/1/1991	WD	$62,000	

Land Calculations

Price	Factor	Type
$4.00	6,031	SF
Adj. Bldg. S.F. (Card, Sketch)		1598
Units		1
Eff./Act. Year Built: 1992/1991		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04	V					DS		
R	1							
1						1		

1200 Old Griffin, LLC
2550 Miami Road
Ft Lauderdale, FL 33316

July 10, 2025

RE: Vacating the Right of Way from NW 2nd Place

Dear Ms. James,

I received your letter regarding the Vacating of the Right of Way, and we have no objections to the City of Dania granting the Right of Way application.

If you have any questions, please feel free to contact my assistant Lori Tuxbury at 954-445-1631.

1200 Old Griffin, LLC

BY: _____
Scott Daiagi, Manager

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was executed, acknowledged and delivered before me by means of ☑ physical presence or ☐ online notarization this 10 day of July, 2025, by Scott Daiagi, the manager of 1200 Old Griffin, LLC, on behalf of the company. He or she is personally known to me or has produced _____ as identification.

Notary Public State of Florida
Lori Y Tuxbury
My Commission HH 661635
Expires 4/8/2029

Lori Tuxbury
Notary Public, State and County Aforesaid
Print Name: _____
My commission expires: _____
My commission number: _____



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	1200 OLD GRIFFIN ROAD, DANIA BEACH FL 33004	ID #	5042 33 00 0061
Property Owner	1200 OLD GRIFFIN LLC	Millage	0413
Mailing Address	2550 MIAMI RD FORT LAUDERDALE FL 33316	Use	49
Abbr Legal Description	33-50-42 PT OF E1/2 OF NE1/4 OF SE1/4 OF NE1/4 AS DESC IN OR 609/618		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2025 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025*	$613,750		$613,750	$613,750	
2024	$613,750		$613,750	$613,750	$12,174.95
2023	$613,750		$613,750	$613,750	$12,088.05

2025* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$613,750	$613,750	$613,750	$613,750
Portability	0	0	0	0
Assessed/SOH	$613,750	$613,750	$613,750	$613,750
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$613,750	$613,750	$613,750	$613,750

Sales History

Date	Type	Price	Book/Page or CIN
6/3/2025	SW*-E	$10,500,000	120263311
2/14/2020	SWD-T	$100	116422330
8/1/2014	WD*-T	$100	112471799
10/14/2003	SW*	$300,000	36274 / 1244

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
$7.00	87,679	SF
Adj. Bldg. S.F.		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
A								
202						2.7		

May 1, 2025

Dania Economic Development Corp.
C/O Ms. Grace
210-240 NW 12 Avenue
Dania Beach, FL 33312

RE: Vacation of NW 12 Avenue

Dear Daphne. Henry

As you know, I am preparing to file a Vacation of Right of Way application to the City of Dania Beach. This request is to vacation the northern 100 linear feet of NW 12 Avenue, from NW 2nd Place to its termination. If approved, half of the 70' wide roadway is typically given to each adjacent property owner, in this case 35 feet resulting in 3,500 square feet of land.

As the property owner to the east, the Dania Economic Development Corp, has an opportunity to obtain these 3,500 squares feet of vacant roadway to become part of your property.

Please let me know in writing if you prefer to accept ownership of the eastern half of the right of way, or if you decline acceptance.

Your neighbor,

Tammie James

NOTARY PUBLIC STATE OF FLORIDA
ANASTACIA RENEE HUGHES
MY COMMISSION # HH 497457
EXPIRES: February 27, 2028

Have no objection To Th James Family vacating The right-of-way

06/25/25



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	1201 NW 2 STREET, DANIA BEACH FL 33004-2635
Property Owner	HENRY, DAPHNE J
Mailing Address	1201 NW 2 ST DANIA BEACH FL 33004-2635
Abbr Legal Description	COLLINS PARC 141-17 B LOT 5

ID #	5042 33 46 0050
Millage	0413
Use	01-01

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2025 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025*	$24,980	$432,900	$457,880	$76,630	
2024	$24,980	$360,880	$385,860	$74,480	$1,385.04
2023	$24,980	$327,860	$352,840	$72,320	$1,313.69

2025* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$457,880	$457,880	$457,880	$457,880
Portability	0	0	0	0
Assessed/SOH 99	$76,630	$76,630	$76,630	$76,630
Homestead 100%	$25,000	$25,000	$25,000	$25,000
Add. Homestead	$25,722	0	$25,722	$25,722
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$25,908	$51,630	$25,908	$25,908

Sales History

Date	Type	Price	Book/Page or CIN
4/29/1998	WD	$55,000	28200 / 222
2/1/1990	WD	$100	17151 / 806

Land Calculations

Price	Factor	Type
$4.00	6,245	SF
Adj. Bldg. S.F. (Card, Sketch)		1529
Units		1
Eff./Act. Year Built: 1991/1990		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04	V					DS		
R	1							
1						1		

May 1, 2025

Dania Economic Development Corp.
C/O Ms. Grace
210-240 NW 12 Avenue
Dania Beach, FL 33312

RE: Vacation of NW 12 Avenue

Dear EBBIE Black

As you know, I am preparing to file a Vacation of Right of Way application to the City of Dania Beach. This request is to vacation the northern 100 linear feet of NW 12 Avenue, from NW 2nd Place to its termination. If approved, half of the 70' wide roadway is typically given to each adjacent property owner, in this case 35 feet resulting in 3,500 square feet of land.

As the property owner to the east, the Dania Economic Development Corp, has an opportunity to obtain these 3,500 squares feet of vacant roadway to become part of your property.

Please let me know in writing if you prefer to accept ownership of the eastern half of the right of way, or if you decline acceptance.

Your neighbor,

Tammie James

NOTARY PUBLIC STATE OF FLORIDA
ANASTACIA RENEE HUGHES
MY COMMISSION # HH 497457
EXPIRES: February 27, 2028

Have no objection to The James Family Vacating The Right-of-Way.

6/25/2025



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	235 NW 12 AVENUE, DANIA BEACH FL 33004-2624	ID #	5042 33 46 0250
Property Owner	BLACK, EBBIE	Millage	0413
Mailing Address	235 NW 12 AVE DANIA BEACH FL 33004-2648	Use	01-01
Abbr Legal Description	COLLINS PARC 141-17 B LOT 25		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2025 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025*	$28,100	$437,330	$465,430	$79,390	
2024	$28,100	$364,580	$392,680	$77,160	$1,429.51
2023	$28,100	$331,340	$359,440	$74,920	$1,330.89

2025* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$465,430	$465,430	$465,430	$465,430
Portability	0	0	0	0
Assessed/SOH 94	$79,390	$79,390	$79,390	$79,390
Homestead 100%	$25,000	$25,000	$25,000	$25,000
Add. Homestead	$25,722	0	$25,722	$25,722
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$28,668	$54,390	$28,668	$28,668

Sales History

Date	Type	Price	Book/Page or CIN
12/1/1990	WD	$62,000	17997 / 345

Land Calculations

Price	Factor	Type
$4.00	7,024	SF
Adj. Bldg. S.F. (Card, Sketch)		1497
Units		1
Eff./Act. Year Built: 1991/1990		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04	V					DS		
R	1							
1						1		

May 1, 2025

Dania Economic Development Corp.
C/O Ms. Grace
210-240 NW 12 Avenue
Dania Beach, FL 33312

RE: Vacation of NW 12 Avenue

Dear George Larkins

As you know, I am preparing to file a Vacation of Right of Way application to the City of Dania Beach. This request is to vacation the northern 100 linear feet of NW 12 Avenue, from NW 2nd Place to its termination. If approved, half of the 70' wide roadway is typically given to each adjacent property owner, in this case 35 feet resulting in 3,500 square feet of land.

As the property owner to the east, the Dania Economic Development Corp, has an opportunity to obtain these 3,500 squares feet of vacant roadway to become part of your property.

Please let me know in writing if you prefer to accept ownership of the eastern half of the right of way, or if you decline acceptance.

Your neighbor,

Tammie James

NOTARY PUBLIC STATE OF FLORIDA
ANASTACIA RENEE HUGHES
MY COMMISSION # HH 497457
EXPIRES: February 27, 2028

Have no objection to The James Family Vacating The Right-of-way.

6/25/2025



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	211 NW 12 AVENUE, DANIA BEACH FL 33004-2623
Property Owner	LARKINS, GEORGE A WEST, COKENYA D
Mailing Address	211 NW 12 AVE DANIA BEACH FL 33004-2623

ID #	5042 33 46 0060
Millage	0413
Use	01-01

Abbr Legal Description	COLLINS PARC 141-17 B LOT 6

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2025 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025*	$24,970	$435,080	$460,050	$156,160	
2024	$24,970	$362,720	$387,690	$151,760	$2,849.03
2023	$24,970	$329,920	$354,890	$147,340	$2,719.90

2025* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$460,050	$460,050	$460,050	$460,050
Portability	0	0	0	0
Assessed/SOH 94	$156,160	$156,160	$156,160	$156,160
Homestead 100%	$25,000	$25,000	$25,000	$25,000
Add. Homestead	$25,722	0	$25,722	$25,722
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$105,438	$131,160	$105,438	$105,438

Sales History

Date	Type	Price	Book/Page or CIN
4/4/2019	QCD-T	$100	115740048
9/1/1990	WD	$56,000	17755 / 283

Land Calculations

Price	Factor	Type
$4.00	6,243	SF
Adj. Bldg. S.F. (Card, Sketch)		1498
Units/Beds/Baths		1/3/2
Eff./Act. Year Built: 1991/1990		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04	V					DS		
R	1							
1						1		

Order ID: 7868192

* Agency Commission not included

GROSS PRICE * : **$265.20**

PACKAGE NAME: SSC_Notice of Public Meeting

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com, Classified.ss.com_Legal
AdSize(s): 2 Column
Run Date(s): Thursday, September 11, 2025
Zone: Full Run
Color Spec. B/W

Preview

Order ID: 7868192

* Agency Commission not included

GROSS PRICE * : $265.20

PACKAGE NAME: SSC_Notice of Public Meeting

NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Thursday, September 25, 2025
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: VC-018-25: The property owners, Tammie and Ellis James, are requesting to vacate a portion of Right-of-Way (the northernmost 100 feet of NW 12 Avenue, a 70-foot-wide strip of land) lying east of the property located at 255 NW 12th Avenue. (First Reading)

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE REQUIREMENTS OF SECTION 655-40 OF THE LAND DEVELOPMENT CODE (LDC) APPROVING THE RIGHT-OF-WAY VACATION REQUEST (VC-018-25) SUBMITTED BY THE APPLICANTS/ADJACENT PROPERTY OWNERS, TAMMIE AND ELLIS JAMES, FOR THE PROPERTY GENERALLY LOCATED BETWEEN NW 2 PLACE AND NW 12 AVENUE, RESPECTIVELY, WHICH CONSISTS OF APPROXIMATELY 100 BY 70 FEET OF NW 12TH AVENUE, LYING EAST OF THE APPLICANTS' PROPERTY LOCATED AT 255 NW 12TH AVENUE WHICH RIGHT OF WAY IS GENERALLY DESCRIBED AS "NORTHWEST 12TH AVENUE," AND IS LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available online. For more information, please call the Planning Division at (954) 924-6805 Ext. 3654 and staff will direct you to the online project information.
Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to based. The City does not provide or prepare such record pursuant to F.S. 286.0105.
In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Application Information
Project: Vacation of a portion of NW 12 Avenue
Application Site: East of 255 NW 12 Avenue
Request: To vacate a portion of Right-of-Way (the northernmost 100 feet of NW 12 Avenue, a 70-foot-wide strip of land) lying east of the property.
Hearing Date & Time: September 25, 2025 at 7:00 PM
Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd.
Contact Information: Alejandra Cuervo, Planner, 954-924-6805 Ext. 3640
9/11/2025 7868192

Tammie James
255 NW 12th AVENUE
Dania Beach, Fl. 33004
tammiefjames@aol.com

Date 3/4/2025

Subject: To "Request to Vacate Unimproved Right-of-Way on SE 3rd Avenue.

To whom it may concern:

I am writing to formally request the vacation of the unimproved right-of-Way portions of SE 3rd Avenue located in front of my property at 255 NW 12 AVENUE. This section of the right-of-way is not currently developed or utilized for public access, and its vacation would allow for better use and maintenance of the area.

I appreciate your time and consideration and look forward to your response. Please feel free to contact me at your earliest convenience via phone 954-608-1111.

Tammie James

Thank you.

CITY OF DANIA BEACH
PUBLIC HEARING NOTICE
THURSDAY, SEPTEMBER 25, 2025

THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS

PLACE | **City Commission Chamber**
Dania Beach City Hall
100 West Dania Beach City Hall.
Dania Beach, FL 33004

TIME | **7:00 PM**

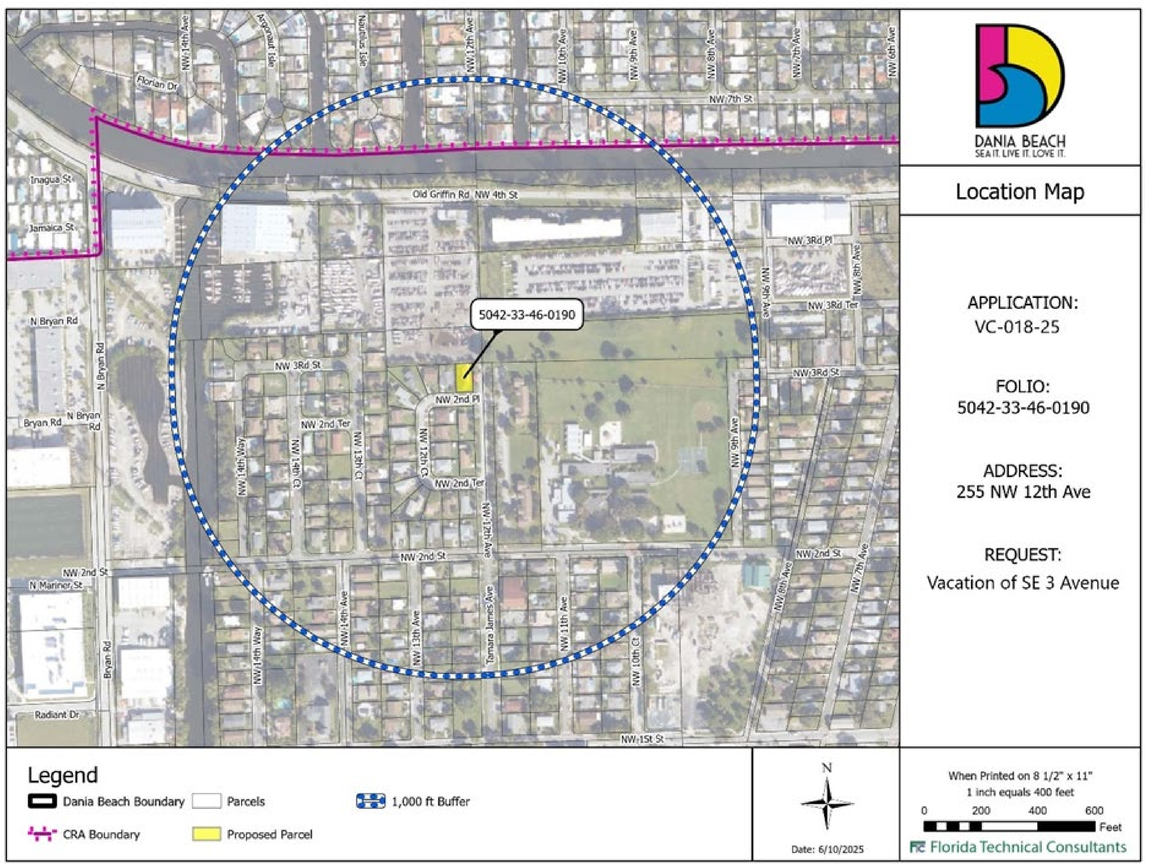
PROJECT | **Vacation of SE 3 Avenue**

OWNER | **Tammie and Ellis James**

LOCATION | **255 NW 12th Avenue**

REQUEST | **To vacate unimproved Right-of-Way (the Northernmost 100' by 70' foot wide portion of W 12th Avenue**

FILE # | **VC-018-25**



For more information, please visit our website http://daniabeachfl.gov or call (954) 924-6800 x 3792.

This Sign is the property of the City of Dania Beach. In accordance with Section 610-30 of the Land Development Code, it shall be unlawful for any person to injure, cut, break or destroy in any manner any building or other thing belonging to or under the control of the City. Persons marring or removing the Notice may be subject to fine and/or imprisonment.

Grantee	Mail Addr	Mail City	Mail State	Mail Zip	Mail St/Zip	Mail Cntry
Michael Lapenna Fam Tr Lapenna Michael Trstee Etal	150 Pine Beach	Dorval Qc H9s 2 T9				Canada
Masse Ginnette	6000 Chemin Du Pays	St Zenin Qc J0k 3 N0				Canada
Epc Automotive Inc	1451 Old Griffin Rd	Dania	FL	33004-2236	FL 33004-2236	
1200 Old Griffin Road LLC	4051 SW 53rd Ave	Davie	FL	33314-3728	FL 33314-3728	
Old Griffin Corp	1451 Old Griffin Rd	Dania	FL	33004-2236	FL 33004-2236	
Beaumont Don D & Lisa K Thomas & Geri Nielsen Tr Etal	2420 Shelter Island Dr	San Diego	CA	92106-3112	CA 92106-3112	
Florida Power & Light Co Attn Property Tax Psx/Jb	700 Universe Blvd	Juno Beach	FL	33408-2657	FL 33408-2657	
Karp Properties LLC	418 SW 2nd Pl	Dania	FL	33004-3507	FL 33004-3507	
Nibur Magic LLC	2634 NW 49th St	Boca Raton	FL	33434-2588	FL 33434-2588	
City Of Dania Beach	100 W Dania Beach Blvd	Dania	FL	33004-3643	FL 33004-3643	
Adele Besner Tr Besner Hanna S Trstee	4240 Galt Ocean Dr Apt 603	Fort Lauderdale	FL	33308-6177	FL 33308-6177	
Mesa Ruben	11213 SW 129th Pl	Miami	FL	33186-4750	FL 33186-4750	
Blake Ramona	54 NW 13th Ave	Dania	FL	33004-5107	FL 33004-5107	
Troutman Ralph Glenn II	27301 SW 139th Pl	Homestead	FL	33032-5531	FL 33032-5531	
Gaskins Rosa Mae Grace Gloria G H/E	50 NW 13th Ave	Dania	FL	33004-5107	FL 33004-5107	
Reynolds Barbara S	40 NW 13th Ave	Dania	FL	33004-5107	FL 33004-5107	
Holy Tabernacle United Church Of God	1151 NW 27th Ave	Fort Lauderdale	FL	33311-5712	FL 33311-5712	
Kenon Shirley A	1300 NW 1st St	Dania	FL	33004-5104	FL 33004-5104	
Riquer Gonzalez Mauricio Javier Taylor Vilma A	65 NW 13 Ave	Dania Beach	FL	33004	FL 33004	
Grace Gloria Gaskins Gaskins Rosa Mae	50 NW 13th Ave	Dania	FL	33004-5107	FL 33004-5107	
Kenon Dwight	2811 NW 26th St	Fort Lauderdale	FL	33311-2011	FL 33311-2011	
Broward County Board Of County Commissioners	115 S Andrews Ave Rm 501Rp	Fort Lauderdale	FL	33301-1829	FL 33301-1829	
Spillman Lurmyce D	81 NW 14th Ave	Dania	FL	33004-5113	FL 33004-5113	
Penn James	13152 Blackhawk Trl S	Jacksonville	FL	32225-2705	FL 32225-2705	
Lucas Gary & Cynthia	2242 Freedom St	Hollywood	FL	33020-1430	FL 33020-1430	
Nanan Zeeta	6190 Woodlands Blvd Apt 107	Tamarac	FL	33319-2502	FL 33319-2502	
Anajas Realty Tr Tamar Group LLC Trstee	2701 Griffin Rd	Fort Lauderdale	FL	33312-5855	FL 33312-5855	
Dulcieta Properties Inc	232 NW 14th Way	Dania	FL	33004-2617	FL 33004-2617	
Julien Patrick	502 W 55th St Apt 5E	New York	NY	10019-3581	NY 10019-3581	
South Florida Water Management District	PO Box 24680	West Palm Beach	FL	33416-4680	FL 33416-4680	
Cail Catherine E	1002 NW 2nd St	Dania	FL	33004-2771	FL 33004-2771	
Fkh Sfr Propco B Hld Lp %First Key Homes LLC	600 Galleria Pkwy SE Ste 300	Atlanta	GA	30339-8146	GA 30339-8146	
125 Nw 10 Ct Land Tr Dominguez Edwin Trstee	3671 Riverland Rd	Fort Lauderdale	FL	33312-4679	FL 33312-4679	
Johnson Cynthia N	121 NW 10th Ct	Dania	FL	33004-2772	FL 33004-2772	
Dahab Fam Rev Tr	17805 NW 15th St	Pembroke Pines	FL	33029-3137	FL 33029-3137	
Parrots River LLC	2800 Glades Cir Ste 104	Weston	FL	33327-2270	FL 33327-2270	
Mason Mattie Est	109 NW 10th Ct	Dania	FL	33004-2772	FL 33004-2772	
Langston Leola	105 NW 10th Ct	Dania	FL	33004-2772	FL 33004-2772	
Williams Ernestine	101 NW 10th Ct	Dania	FL	33004-2772	FL 33004-2772	
Williams Antonia & Parrish Terencia	104 NW 11th Ave	Dania	FL	33004-2609	FL 33004-2609	
Spencer Jeanette H/E Williams Ruthie H/E Etal	106 NW 11th Ave	Dania	FL	33004-2609	FL 33004-2609	
Adderly Arlene C	110 NW 11th Ave	Dania	FL	33004-2609	FL 33004-2609	
Beaubrun Julianie H/E Sainvil Judith	114 NW 11th Ave	Dania	FL	33004-2609	FL 33004-2609	
Martin Cathia L	120 NW 11th Ave	Dania	FL	33004-2609	FL 33004-2609	
Wanza Edward Jr & Faye	124 NW 11th Ave	Dania	FL	33004-2609	FL 33004-2609	
Lbf Usa Corp	150 E Palmetto Park Rd Ste 800	Boca Raton	FL	33432-4833	FL 33432-4833	
Ramos Yissell Ramos Gallegos Luis Alberto	130 NW 11th Ave	Dania	FL	33004-2609	FL 33004-2609	
Gadsen Natalie Riley Beverly	134 NW 11th Ave	Dania	FL	33004-2609	FL 33004-2609	

Daise R & Betty J	1006 NW 2nd St	Dania	FL	33004-2771	FL 33004-2771
Collins Cecil	1006 NW 2nd St	Dania	FL	33004-2771	FL 33004-2771
Fisher Lorraine S	133 NW 11th Ave	Dania	FL	33004-2608	FL 33004-2608
Thayer Stephanie Lynn	129 NW 11th Ave	Dania	FL	33004-2608	FL 33004-2608
Daise Gladys	125 NW 11th Ave	Dania	FL	33004-2608	FL 33004-2608
Chou Li Hua Kuo Yung Tzu	5846 S Flamingo Rd Ste 521	Cooper City	FL	33330-3237	FL 33330-3237
Tran Long	117 NW 11th Ave	Dania	FL	33004-2608	FL 33004-2608
Curry Diana	113 NW 11th Ave	Dania	FL	33004-2608	FL 33004-2608
Carroll Leon & Marjorie	109 NW 11th Ave	Dania	FL	33004-2608	FL 33004-2608
Javier Villegas Marie Ceferina	500 NE 77th St	Miami	FL	33138-5051	FL 33138-5051
Emmanuel Temple Church Of God In Christ Inc	PO Box 368	Dania	FL	33004-0368	FL 33004-0368
Villa Machini Inc	3373 Hollywood Oaks Dr	Fort Lauderdale	FL	33312-6387	FL 33312-6387
Southeastern Conference Assn Of Seventh Day Adventis	1701 Robie Ave	Mount Dora	FL	32757-6339	FL 32757-6339
Reynolds Lucille R Sims Rodney L	2825 SW 5th Ct	Fort Lauderdale	FL	33312-2132	FL 33312-2132
Cunningham Emma Est % Nellie Mae Williams	501 NW 43rd Ave	Plantation	FL	33317-2151	FL 33317-2151
Dania Ps LLC	1741 Coral Way	Miami	FL	33145-2728	FL 33145-2728
Reynolds Ruby & Reynolds Sandra	2317 NW 26th Ave	Fort Lauderdale	FL	33311-2838	FL 33311-2838
Reynolds Joseph	2825 SW 5th Ct	Fort Lauderdale	FL	33312-2132	FL 33312-2132
Smith Minnie Warren	171 NW 12th Ave	Dania	FL	33004-2632	FL 33004-2632
Thomas Johnell	1341 NW 95th Ter	Miami	FL	33147-2615	FL 33147-2615
Dania Legacy Properties LLC	190 NE 199th St Ste 106	Miami	FL	33179-2927	FL 33179-2927
Sharon Reid Liv Tr Sharon Reid Trstee	945 NW 179th St	Miami	FL	33169-4724	FL 33169-4724
Jones Management Group Inc	9 NW 4th Ave Ste B	Dania	FL	33004-3268	FL 33004-3268
Gr 1221 LLC	1454 Tyler St	Hollywood	FL	33020-5249	FL 33020-5249
Banega Nancy	PO Box 970788	Miami	FL	33197-0788	FL 33197-0788
Cannon Valeria	120 NW 13th Ave	Dania	FL	33004-2611	FL 33004-2611
Fyr Sfr Borrower LLC %Havenbrook Homes	PO Box 4090	Scottsdale	AZ	85261-4090	AZ 85261-4090
Latvian Maple LLC	113 NW 13th Ave	Dania	FL	33004-2611	FL 33004-2611
Barfield Grace	150 NW 13th Ave	Dania	FL	33004-2611	FL 33004-2611
Christine Prost Liv Rev Tr Danielle Aguiar Liv Rev Tr	PO Box 290484	Fort Lauderdale	FL	33329-0484	FL 33329-0484
Cd Florida Properties LLC	1948 NW 74th Ave	Hollywood	FL	33024-1055	FL 33024-1055
Johnson Cleo James Cleo	129 NW 13th Ave	Dania	FL	33004-2611	FL 33004-2611
Franklin Mae Sanders	131 NW 13th Ave	Dania	FL	33004-2611	FL 33004-2611
Collins Suite Enterprises LLC	22 SW 5th Ave	Dania	FL	33004-3235	FL 33004-3235
Saint John Land Tr Tosti G Trstee %Camiton Assoc	3670 N 54th Ave	Hollywood	FL	33021-2340	FL 33021-2340
Fedd Elliott Nat	161 NW 13th Ave	Dania	FL	33004-2631	FL 33004-2631
Dulay John	500 NW 24th St	Wilton Manors	FL	33311-3756	FL 33311-3756
Squalls Stroman Jr	150 NW 13th Ave	Dania	FL	33004-2611	FL 33004-2611
Florinda Leb Inc	9920 Collins Ave Apt 21	Bal Harbour	FL	33154-1838	FL 33154-1838
Lawal Olusayo	108 NW 13th Ave	Dania	FL	33004-2611	FL 33004-2611
Reynolds J & Lucille	2825 SW 5th Ct	Fort Lauderdale	FL	33312-2132	FL 33312-2132
Grajo Investments LLC	PO Box 1720	Dania	FL	33004-1720	FL 33004-1720
Coligny Tanya S Dorvil Pascal James	108 NW 14th Ave	Dania	FL	33004-2614	FL 33004-2614
Daise Kelvin H	110 NW 14th Ave	Dania	FL	33004-2614	FL 33004-2614
Goldwire Herbert Fairchild Sheletaron	11216 NW 7th St	Coral Springs	FL	33071-7957	FL 33071-7957
Scott Mary L Est	140 NW 14th Ave	Dania	FL	33004-2614	FL 33004-2614
Diane Hardge Rev Tr Tomlinson Juliene Jeane Trstee	5858 NW 62nd Ter	Parkland	FL	33067-1544	FL 33067-1544
Thompkins Milton & Malissa R	130 NW 14th Ave	Dania	FL	33004-2614	FL 33004-2614
Williams Betty Jean	142 NW 14th Ave	Dania	FL	33004-2614	FL 33004-2614

Aletha Hardge Player Rev Tr Player Aletha Hardge Trstee	20456 NE 34th Ct	Miami	FL	33180-1650	FL 33180-1650
Palmer T W & Palmer Julia M Ddctd Publc %City Of Dani	100 W Dania Beach Blvd	Dania	FL	33004-3643	FL 33004-3643
Public Land % City Of Dania Beach	100 W Dania Beach Blvd	Dania	FL	33004-3643	FL 33004-3643
Watson Jackie Watson Pamela	516 NW 1st St	Hallandale Beach	FL	33009-4118	FL 33009-4118
Hardge Bernard Hardge Donald L	292 NW 13th Ct	Dania	FL	33004-2613	FL 33004-2613
Hardge Bobbie H/E Player Aletha & Edwards Annette	137 NW 14th Ave	Dania	FL	33004-2630	FL 33004-2630
Phillips Eric	131 NW 14th Ave	Dania	FL	33004-2630	FL 33004-2630
Wilson Charlotte G & Grace Leroy Funchess Rutha Lee E	33 NW 14th Ave	Dania	FL	33004-5113	FL 33004-5113
United House Of Prayer For All Pople Of The Church Etal	1665 N Portal Dr NW	Washington	DC	20012-1053	DC 20012-1053
112 Nw 14Th Way LLC	4200 NW 16th St	Lauderhill	FL	33313-5899	FL 33313-5899
Bhm 105 LLC	15101 NE 21st Ave	North Miami Beach	FL	33162-6001	FL 33162-6001
Morales Waldo	3002 Illingworth Ave	Orlando	FL	32806-6520	FL 32806-6520
123 Florida Land Tr Schank Joni Trstee	8004 NW 154th St # 218	Miami Lakes	FL	33016-5814	FL 33016-5814
Oami Elana	16499 NE 19th Ave Ste 101	North Miami Beach	FL	33162-4105	FL 33162-4105
Dean Wanda B	761 SW 3rd St	Dania	FL	33004-4926	FL 33004-4926
Brown Leslie Eileen	153 NW 14th Way Apt 3	Dania	FL	33004-2655	FL 33004-2655
Pino Carmen Real Moraima	300 S Hollybrook Dr Apt 106	Pembroke Pines	FL	33025-1201	FL 33025-1201
Five Gems LLC	1631 Grandview Blvd	Kissimmee	FL	34744-6619	FL 34744-6619
Lavish Lifestyles Capital Investment Group LLC	PO Box 19322	Jacksonville	FL	32245-9322	FL 32245-9322
Lakar Dw Inc	16745 NW 44th Ave	Miami Gardens	FL	33055-4349	FL 33055-4349
Fortes Becerra Gilberto	635 W 72nd Pl	Hialeah	FL	33014-4860	FL 33014-4860
Osdami LLC	2701 Griffin Rd	Fort Lauderdale	FL	33312-5855	FL 33312-5855
Coachman Taylor	154 NW 14th Way # 2	Dania	FL	33004-2620	FL 33004-2620
Beneby Earl G Jr	160 NW 14th Way	Dania	FL	33004-2620	FL 33004-2620
Pierrerene Kathleen	1495 NW 2nd St	Dania	FL	33004-2633	FL 33004-2633
Baltagi Sean	701 NE 152nd St	Miami	FL	33162-5228	FL 33162-5228
Jones Milton L Jr & Barbara H	PO Box 357	Dania	FL	33004-0357	FL 33004-0357
Camilo Gomez Juan	7343 W Sand Lake Rd Apt 442	Orlando	FL	32819-5300	FL 32819-5300
Perez Carlos Javier	1963 NW 136th Ave Apt 121	Sunrise	FL	33323-5347	FL 33323-5347
Uppal Pompee	1033 NE 17th Way Unit 1301	Fort Lauderdale	FL	33304-2471	FL 33304-2471
Hankin Malka	PO Box 641051	Miami	FL	33164-1051	FL 33164-1051
Norton Tammy F	260 NW 13th Ct	Dania	FL	33004-2613	FL 33004-2613
Cherizal Patrick Chery Boyer Natacha	288 NW 13th Ct	Dania	FL	33004-2613	FL 33004-2613
Reitz Jack C & Madon Reitz Sherry	1341 NW 2nd St	Dania	FL	33004-2618	FL 33004-2618
Sima Investments LLC	100 SW 59th Ave	Miami	FL	33144-3329	FL 33144-3329
Italian Renaissance Real Estate Development LLC	1000 West Ave Ph 19	Miami Beach	FL	33139-4702	FL 33139-4702
Rollins Ruthie Mae Eqle Rollins Espy L Est	257 NW 13th Ct	Dania	FL	33004-2612	FL 33004-2612
Mcknight Benita Clark H/E Mcknight Reggie	1360 NW 2nd Ter	Dania	FL	33004-2625	FL 33004-2625
230 Nw 14 Court Land Tr Positive Rate Investments LLC	30 N Gould St # N	Sheridan	WY	82801-6317	WY 82801-6317
Gupta Chander	11380 Temple St	Cooper City	FL	33330-4443	FL 33330-4443
Trevi Capital LLC	1400 SW 82nd Ter	North Lauderdale	FL	33068-3517	FL 33068-3517
Owens Ophelia H/E Martin Francina &Slade Diane Est	205 NW 14th Ct	Dania	FL	33004-2629	FL 33004-2629
Cure Amarilla I	209 NW 14th Ct	Dania	FL	33004-2629	FL 33004-2629
Sippio Doreta	1421 NW 2nd St	Dania	FL	33004-2638	FL 33004-2638
Jones Milton Jr Jones Albert	722 SW 3rd St	Dania	FL	33004-4901	FL 33004-4901
Chambers Joann & Chambers Samuel	208 NW 14th Ct	Dania	FL	33004-2601	FL 33004-2601
Choi Jin Young Puzik Bernhard Jr	210 NW 14th Ct	Dania	FL	33004-2601	FL 33004-2601
White Jonisha Norris Jordan	218 NW 14th Ct	Dania	FL	33004-2601	FL 33004-2601
White Jonisha Desiree Thomas Angel C W	218 NW 14th Ct	Dania	FL	33004-2601	FL 33004-2601

Fussell Sherlanne	235 NW 14th Ct	Dania	FL	33004-2615	FL 33004-2615
Nuby Ronald D	417 Old Griffin Rd	Dania	FL	33004-2744	FL 33004-2744
Corrales Adriana Raquel Gutierrez Marcos	277 NW 13th Ct	Dania	FL	33004-2645	FL 33004-2645
Duenas Nicolas	260 NW 14th Ct # 12	Dania	FL	33004-2629	FL 33004-2629
Nanan Seegobin	260 NW 14th Way	Dania	FL	33004-2617	FL 33004-2617
Onderdonk Eric Swears Robert C Jr	250 NW 14th Way	Dania	FL	33004-2617	FL 33004-2617
Washington Gloria J H/E Washington Prince Jr	270 NW 14th Way	Dania	FL	33004-2654	FL 33004-2654
Dulcieta Properties Inc	4848 SW 25th Ave	Fort Lauderdale	FL	33312-5929	FL 33312-5929
City Of Dania Beach Community Redevelopment Agenc	100 W Dania Beach Blvd	Dania	FL	33004-3643	FL 33004-3643
L&J Capital LLC	8504 NW 3rd St	Coral Springs	FL	33071-7414	FL 33071-7414
Drayton Karen Laverne	1426 NW 2nd St	Dania	FL	33004-2606	FL 33004-2606
Torres Andrea Elisa Torres Christian	230 SE 3rd St	Dania	FL	33004-4010	FL 33004-4010
Abitare 105 LLC	395 Fairway Dr	Miami Beach	FL	33141-2417	FL 33141-2417
Greene Darren & Veronica	294 NW 13th Ct	Dania	FL	33004-2613	FL 33004-2613
Mitchell Hardge Sharon Lynn H/E Bch & Smh Family Tr	292 NW 13th Ct	Dania	FL	33004-2613	FL 33004-2613
White Carolyn	290 NW 13th Ct	Dania	FL	33004-2613	FL 33004-2613
Lantigua Gregorio	1350 NW 3rd St	Dania	FL	33004-2641	FL 33004-2641
Gutman Nicolas Uriel	1370 NW 3rd St	Dania	FL	33004-2641	FL 33004-2641
Robinson Judith V	1353 NW 3rd St	Dania	FL	33004-2640	FL 33004-2640
Jackson Dorothy	1373 NW 3rd St	Dania	FL	33004-2640	FL 33004-2640
Fiat 666 LLC	1707 Harbor View Cir	Weston	FL	33327-1344	FL 33327-1344
Ford Travis	280 NW 14th Way	Dania	FL	33004-2654	FL 33004-2654
Gardner Alberta Est	1402 NW 3rd St	Dania	FL	33004-2621	FL 33004-2621
Tate Fam Rev Liv Tr Tate Dawn R & Stephen G Trstee	3309 NE 37th St	Fort Lauderdale	FL	33308-6434	FL 33308-6434
Wright Sandra	291 NW 14th Way	Dania	FL	33004-2627	FL 33004-2627
Wright Anita V Wright Sandra G	291 NW 14th Way	Dania	FL	33004-2627	FL 33004-2627
Maya Stars LLC	1501 Saint Lawrence Ave	Bronx	NY	10460-3226	NY 10460-3226
Mencia Jaime E & Myrna	711 NW 12th Ave	Dania	FL	33004-2348	FL 33004-2348
Larkins Edward J	701 NW 12th Ave	Dania	FL	33004-2348	FL 33004-2348
Sacco Frank	693 NW 12th Ave	Dania	FL	33004-2347	FL 33004-2347
Kuhn Brittany Kimball Kristopher	691 NW 12th Ave	Dania	FL	33004-2347	FL 33004-2347
Abalos Marcelino J & Jessica E	15741 99th Ct N	West Palm Beach	FL	33412-1710	FL 33412-1710
Furlow Kenneth Wade Kilmer Linda Ruth Marie	911 Nautilus Isle	Dania	FL	33004-2356	FL 33004-2356
Geseking Diana Kloss Edward A	6016 Old Congress Rd	Lake Worth	FL	33462-2401	FL 33462-2401
Suarez David Palacio Claudia	2845 NE 163 St #507	North Miami Beach	FL	33160	FL 33160
Rucerito Robert & Linda	910 Nautilus Isle	Dania	FL	33004-2356	FL 33004-2356
Mila Roberto	914 Nautilus Isle	Dania	FL	33004-2356	FL 33004-2356
Hughes Marie C	801 Argonaut Is	Dania	FL	33004-2355	FL 33004-2355
Pilchard Benjamin C	802 Argonaut Is	Dania	FL	33004-2355	FL 33004-2355
Walker Faye	1231 NW 2nd St	Dania	FL	33004-2635	FL 33004-2635
Rose Perry & Mary L	1221 NW 2nd St	Dania	FL	33004-2635	FL 33004-2635
Armstrong Wanda G	718 SW 4th St	Dania	FL	33004-4902	FL 33004-4902
Henry Daphne J	1201 NW 2nd St	Dania	FL	33004-2635	FL 33004-2635
Larkins George A West Cokenya D	211 NW 12th Ave	Dania	FL	33004-2623	FL 33004-2623
Gooden Byron L Sr & Robin	2601 E Aragon Blvd Unit 5	Sunrise	FL	33313-8062	FL 33313-8062
James Nichelle H/E James Travis & Mcgee Deborah	219 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637
Thomas Inell H/E Ragin Ann Marie	223 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637
Johnson Lois F Est	227 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637
Alix Kelvyn	231 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637

Humphrey James & Lou Vera	235 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637
Anderson Beverly Anderson Ebony	239 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637
Scott Deloris	243 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637
Scott Winston L	247 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637
Harkless Mary L	251 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637
Migue 1970 LLC	1904 S Ocean Dr Apt 1802	Hallandale Beach	FL	33009-5963	FL 33009-5963
Gathers Dorothy E	259 NW 12th Ct	Dania	FL	33004-2637	FL 33004-2637
James Tammie Denise & Ellis R	255 NW 12th Ave	Dania	FL	33004-2624	FL 33004-2624
Cummings Joanne	245 NW 12th Ave	Dania	FL	33004-2624	FL 33004-2624
Greer Kimberly Louise	248 NW 12th Ct	Dania	FL	33004-2626	FL 33004-2626
Hasida LLC	531 SW 181st Ave	Pembroke Pines	FL	33029-4347	FL 33029-4347
Napoli Assets LLC	534 SW 13th Ave	Fort Lauderdale	FL	33312-2425	FL 33312-2425
Mam236 LLC	3901 N 42nd Ter	Hollywood	FL	33021-1840	FL 33021-1840
Black Ebbie	235 NW 12th Ave	Dania	FL	33004-2648	FL 33004-2648
Flex Space Griffin LLC	1501 Venera Ave Ste 203	Miami	FL	33146-3032	FL 33146-3032
Parc Griffin LLC	1501 Venera Ave Ste 203	Miami	FL	33146-3032	FL 33146-3032
School Board Of Broward County Attn:Facility Managem	600 SE 3rd Ave	Fort Lauderdale	FL	33301-3125	FL 33301-3125
Town Modelo Fl Land Tr Equinox Realty Holdings LLC Trt	1027 S 21st Ave	Hollywood	FL	33020-6934	FL 33020-6934
Clark Emma J & West Charles E Est	822 NW 3rd St	Dania	FL	33004-2710	FL 33004-2710
Zonda Investing Group LLC	19220 NE 19th Pl	Miami	FL	33179-4318	FL 33179-4318
800 Old Griffin LLC	800 Old Griffin Rd	Dania	FL	33004-2750	FL 33004-2750
Perry Howard Lorenzo	201 NW 8th Ave	Dania	FL	33004-2734	FL 33004-2734
Perry Willie H/E Perry Addie Etal	209 NW 8th Ave	Dania	FL	33004-2734	FL 33004-2734
Cooper Tony Curtis Gibson Cooper Theresa Ann	213 NW 8th Ave	Dania	FL	33004-2734	FL 33004-2734
Duce Jean Joseph & Iselande	221 NW 8th Ave	Dania	FL	33004-2734	FL 33004-2734
Greene Joyce A	225 NW 8th Ave	Dania	FL	33004-2734	FL 33004-2734
Rebibo Osher	5826 Hope St	Hollywood	FL	33021-3236	FL 33021-3236
Miller Steven	229 NW 8th Ave	Dania	FL	33004-2734	FL 33004-2734
West Janice	237 NW 8th Ave	Dania	FL	33004-2734	FL 33004-2734
Ser Vass Management LLC	1501 W Fairway Rd	Pembroke Pines	FL	33026-3051	FL 33026-3051
Yord Investment LLC	706 NE 191st St	Miami	FL	33179-3922	FL 33179-3922
Coito Maurya A	4420 NW 42nd Ter	Coconut Creek	FL	33073-4720	FL 33073-4720
Oconnell Sean	210 NW 9th Ave	Dania	FL	33004-2737	FL 33004-2737
Mirza Shujaat & Farhat	5720 SW 5th St	Plantation	FL	33317-3532	FL 33317-3532
Marquez Joan Sebastian	5601 Jefferson St	Hollywood	FL	33023-1447	FL 33023-1447
Hondal Luis A Puentes	8078 SW 97th Ter	Ocala	FL	34481-0597	FL 34481-0597
Riveira Melina	228 NW 9th Ave # 1	Dania	FL	33004-2737	FL 33004-2737
Williams Alecia C	234 NW 9th Ave	Dania	FL	33004-2737	FL 33004-2737
Sheard Cynthia	242 NW 9th Ave	Dania	FL	33004-2737	FL 33004-2737
Knowles Christopher A Jr & June	250 NW 9th Ave	Dania	FL	33004-2737	FL 33004-2737
Cox R E & Jacquelyn E	254 NW 9th Ave Apt 1	Dania	FL	33004-2737	FL 33004-2737
White Rhoda	302 NW 9th Ave Apt Ab	Dania	FL	33004-2762	FL 33004-2762
American Legion #209	806 NW 1st St	Dania	FL	33004-3276	FL 33004-3276
Garcia Orlando	915 NW 7th St	Dania	FL	33004-2311	FL 33004-2311
Garcia Alfonso C	911 NW 7th St	Dania	FL	33004-2311	FL 33004-2311
Kemp Kerm R Jr	907 NW 7th St	Dania	FL	33004-2311	FL 33004-2311
Roldos Carlos	903 NW 7th St	Dania	FL	33004-2311	FL 33004-2311
Nhan Tran	815 NW 7th St	Dania	FL	33004-2310	FL 33004-2310
Valenzuela Harold & Mari Ann	811 NW 7th St	Dania	FL	33004-2310	FL 33004-2310

Lawson Gloria Gloria D Lawson Liv Tr	702 NW 10th Ave	Dania	FL	33004-2344	FL 33004-2344
Gulfstream Db LLC	3109 Grand Ave # 348	Miami	FL	33133-5103	FL 33133-5103
Lavey Seth L H/E Lavey Leslie	709 NW 10th Ave	Dania	FL	33004-2343	FL 33004-2343
Ryan John M	713 NW 10th Ave	Dania	FL	33004-2343	FL 33004-2343
Ribel David	717 NW 10th Ave	Dania	FL	33004-2343	FL 33004-2343
Carpenter Robert G & Sharon L	721 NW 10th Ave	Dania	FL	33004-2343	FL 33004-2343
Smith Denise L Denise Love Smith Liv Tr	722 NW 12th Ave	Dania	FL	33004-2349	FL 33004-2349
Greene Christopher Thibodeau Lea	718 NW 12th Ave	Dania	FL	33004-2349	FL 33004-2349
Reed Tiffany	714 NW 12th Ave	Dania	FL	33004-2349	FL 33004-2349
Five Star Capital Corp	4020 N 29th Ave	Hollywood	FL	33020-1012	FL 33020-1012
Sun Garden Ltd	9 NW 4th Ave Ste A	Dania	FL	33004-3268	FL 33004-3268
Dania Beach Housing Authority	1101 W Dania Beach Blvd Ste 100	Dania	FL	33004-3390	FL 33004-3390
Dania Economic Development Corp	210 NW 12th Ave	Dania	FL	33004-2647	FL 33004-2647
St Ruth Missionary Baptist Church Inc	PO Box 698	Dania	FL	33004-0698	FL 33004-0698
St Ruth Missionary Baptist Church Inc % City Of Dania B	100 W Dania Beach Blvd	Dania	FL	33004-3643	FL 33004-3643

VACATION RIGHT OF WAY

We, the residents of NW 12th Avenue and the surrounding community, respectfully request the City's approval of a vacation right-of-way at 255 NW 12th Avenue. This request is being made to address safety concerns that impact our families, neighbors, and visitors. By supporting this petition, you are helping us create a safer and more secure environment for everyone in our community.

#	Name	Signature	Street Name	Date
1	DOROTHY GATHERS	Dorothy Gathers	259 NW 12 COURT	9/26/25
2	Deloris Scott	Deloris J. Scott	243 N.W. 12 Ct.	9/26/25
3	Christopher Scott		243 NW 12th Ct	9-26-25
4			235 N.W. 12 ct. Hmarfla 33004	8549906029
5	Robert Humphrey	Robert Bz	235 Nw 12th Pompanobeachfl	4549906029
6	Kimberly Greer	K Greer	248 N.W. 12th Ct.	9/26/25
7	Ronnie Harkless	Ronnie Harkless	251 NW 12th ct	9-27-25
8		Travis James	219 NW 12 ct	9-27-25
9	Nickelle James		219 NW 12th Ct Dania FL 33004	954 604-0827
10	DAPHNE HENRY		1201 N.W. 2nd Street Dania Bch fla 33	9/27/25
11	TREE Higgs	Tree Higgs	1201 N.W. 2nd Street Dania Bch fla 33004	9/27/25
12	Mikaiah Higgs	Mikaiah Higgs	1201 NW 2nd street	9/27/25
13	Christopher Rolfes		248 NW 12th Court Dania, Fl	10/1/25
14	Reginald Mc		1360 NW 2nd Ct Dania Fl	10/2/25
15	Benita McKnight	Benita McKnight	1360 NW 2nd Terr.	10/2/25

VACATION RIGHT OF WAY

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#	Name	Signature	Street Name	Date
16	Inell Thomas	Inell Thomas	223 N.W. 1st	10-6-25
17	Amarilla Cuce	Amarilla Cuce	389 NW 14th	10/6/25
18	Anita Wright	Anita Wright	391 NW 14th Way	10/6/25
19	Sandra Wright	Sandra Wright	391 NW 14th Way	10/6/25
20	Fay Wartz	Fay Wartz	124 N.W. 11th Ave	10/6/25
21	Clancy Nanan	Clancy Nanan	232 NW 14 WAY	10/6/25
22	Deandrea Nanan	Deandrea	232 NW 14 WAY	10/06/25
23	Lenardo Major	L.M	232 NW 14 WAY	10/06/25
24	Jonisha White	Jonisha White	218 N.W. 14th Court Dania FL 33004	10/6/25
25	Kimberly Dare	Kimberly Dare	125 N.W. 11th Ave Dania Bch FL	10/6/25
26	Leon Carroll	Leon Carroll	109 N.W. 11th Dania Bch FL	10/6/25
27	Margery Carroll	Margery Carroll	109 N.W. 11th Ave. Dania Bch FL	10/7/25
28	James Collins	James Collins	210 N.W. 14th Ave	10/7/25
29	Roberto Acosta	Roberto Acosta	274 SW 75	10/7/25
30	Danielle M. Wells	Danielle M Wells	255 NW 12th Ct	10/7/25

VACATION RIGHT OF WAY

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#	Name	Signature	Street Name	Date
31	Sabrina Blackmon	Sab- V. Black	107 NW 14th Ave Dania, FL 33004	10/17/2025
32	David L. Wilson	David L Wilson	107 NW 14th AVE Dania Bch, 33004	10-17-2025
33	Ruthie Rollins	Ruthie Rollins	257 N.W. 13 Ct Dania, Fla	10-17-2025
34	TAMMY NORTON	Tammy Norton	260 NW 13th Ct DANIA, 33004	10-17-2025
35	TAMIJAH SCRIVEN	Tamijah Scriven	260 NW 13th Ct DANIA 33004	10-17-25
36	Jeffrey Jeune	Jeffrey Jeune	260 NW 13th Ct DANIA 33004	10-17-25
37	Ronald Scriven	Ronald Scriven	260 NW 13th Ct DANIA 33004	10-17-25
38	Gail Davison	Gail Davison	140 NW 14th Ave	10-17-2025
39	Lena Mackeray	Lena Mackeray 140 NW 14th Ave Dania	140 NW 14th AVE Dania	10/17
40	Roney Leon Lufrglum	Roney Leon Lufrglum	31 NW 14th Ave Dania FL 33004	10/18
41	Gail Jones	Gail Jones	717 SW 8th St Dania 33004	10/19/25
42	Clarence Jones	Clarence Jones	717 SW 8th ST Dania	10/19/25
43	Sharlene Ferguson	Sharlene Ferguson	709 Phillen Walks Dania FL 33004	10/19/25
44	Adrienne Adams	Adrienne Adams	240 NW 12th Ave Apt 7 Dania FL	10/19/25
45	Louise Henderson	Louise Henderson	731 S.W. 5th St 33004 Dania FL	10/19/25

VACATION RIGHT OF WAY

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#	Name	Signature	Street Name	Date
46	Louise Funches	Louise Funches	117 N.W 12th Ave	10/10
47	Leroy Funches	Leroy Funches	117 N.W 12 AVE	10/10
48	Sandra Pryor	Sandra Pryor	119 NW 12th Dania Beach	10/10
49	Carmen Lamphrey	Carmen Lamphrey	42 NW 14 Ct Dania Bch, FL	10/10
50	Willie Funchess	Willie Funchess	25 NW 14th Court	10/10
51	Liatesha Payne	Liatesha Payne	25 NW 14th Court	10/10
52	Jivon Warner	Jivon Warner	25 NW 14th court	10/10
53	Aaron Fenders	Aaron Fenders	111 NW 12 AVE	10/10
54	Carl Bailey	Carl Bailey	145 N.W. 14th Way Dania FL	10/10
55	Marietta Murphy	Marietta Murphy	210 N.W 12 AVE Dania Fl 33004	10/14/25
56	Ed Red Darling	Ed Red Darling	1150 NW 1st Ave Dania Beach 33004	10/10/25
57	Cedricka Paige	Cedricka Paige	239 NW 12th Ct Dania Fl 33004	10/13/25
58	Ebony Anderson	Ebony Anderson	239 NW 12th Ct Dania fl. 33004	10/13/25
59	Demetria Thomas	Demetria Thomas	229 NW 12 Ct Dania fl 33004	10/13/25
60	Cherie George	Cherie George	369 Dimmer Waiter Rd Apt 1 Dania fl 33004	10/15/25

VACATION RIGHT OF WAY

We, the residents of NW 12th Avenue and the surrounding community, respectfully request the City's approval of a vacation right-of-way at 255 NW 12th Avenue. This request is being made to address safety concerns that impact our families, neighbors, and visitors. By supporting this petition, you are helping us create a safer and more secure environment for everyone in our community.

#	Name	Signature	Street Name	Date
61	Ashley James	AJames	255 NW 12th Ave Dania FL 33004	10/13
62	Brenda Grace	Brenda Grace	500 NW 3rd St #2 Dania FL 33004	10/15
63	Bernard Harde	Bernard Hardy	292 NW 13th Ct Dania, FL	10/19
64	Dorothy Jackson	Dorothy Jackson	1331 NW 3rd St	10/19
65	Frances Aiken	Frances Aiken	1407 NW 1st	10/19
66	Cynthia Johnson	Cynthia Johnson	124 NW 10th Ct Dania FL 33004	10/19
67	Arthur Wills	Arthur Wills	106 NW 2 Street	10/20/25
68	George Lark	George A. Larkins	211 N.W 12 Ave	10/20/25
69	Ebbie Black	Ebbie Black	235 NW 12th AVE	10/21/25
70				
71				
72				
73				
74				
75				



Thank you again,

Alejandra Cuervo, Planner
acuervo@daniabeachfl.gov| daniabeachfl.gov
100 W Dania Beach Blvd, Dania Beach, FL, 33004
Phone: 954.924.6800, x3640

R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

Please note: Florida has a very broad public records law. Most written communications, including emails, to or from City officials regarding City business are public records and may be subject to public disclosure.

From: Cuervo, Alejandra
Sent: Wednesday, July 9, 2025 9:25 AM
To: Goyochea, Danilo <dgoyochea@daniabeachfl.gov>
Cc: Batista, Viviana Claudia <cbatista@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>
Subject: Inquiry regarding fire hydrant on vacated Right-of-Way

Good morning,

I hope this message finds you well. I have a quick question regarding a situation where a resident is vacating a right-of-way located in front of their property(the dead-end). If a City fire hydrant is currently installed within that right-of-way, would it be removed, or would it remain in place and potentially be transferred to the applicant? The applicant mentioned that they would like to install a fence in the future to enclose the area. (Address: 255 NW 12TH Avenue)

Thanks in advance for your guidance.

CITY OF DANIA BEACH
OFFICE OF THE CITY COMMISSION

MEMORANDUM

DATE: October 28, 2025

TO: Mayor Joyce L. Davis
Vice Mayor Marco A. Salvino, Sr.
Commissioner Luis Rimoli
Commissioner A. J. Ryan IV

FROM: Commissioner Lori Lewellen - Sponsor

SUBJECT: City Manager Ana M. Garcia Contract Extension

Over the last 7 years, I have been fortunate to serve the City of Dania Beach as Mayor, Vice Mayor and as Commissioner. When I was first elected in 2018, I knew that one of the most important tasks that faced us as a Commission was hiring a new City Manager who was smart, experienced and who had a vision for our City to move us into the future. The prior City Commission had already completed one search unsuccessfully, and it was incumbent upon us to find the right person for the job so that we could focus on accomplishing goals for the future. I took this responsibility extremely seriously and began working with our recruiter to determine what we truly wanted and needed in a leader so that we could recruit the best and brightest in the field to come to our great city. It was important that not only did we find the right fit for Dania Beach, but that we also found someone who truly wanted to be a part of our Dania Beach family. After narrowing down the choices and having an opportunity to not only interview Ana M. Garcia, but also to get to know her as a person, I knew she was the right person to lead our city team and to help us all to achieve our goals.

Manager Garcia took the helm on March 13th, 2019, the day after an overflowing Commission chamber witnessed her swearing in. To see dozens of her former employees from a multitude of cities as well as elected officials who Ana reported to, her colleagues, friends and family from all over Miami-Dade and Broward spoke volumes for the individual we just hired to lead our City.

We have witnessed a true transformation in Dania Beach in all areas of municipal services and there is a clear, positive and tangible difference from where we were prior to Manager Garcia and where we are today. The entire culture of our city has changed for the better. Major projects are being accomplished. Dania Beach now truly serves as a role model for other cities in South Florida, and that in large part is as a result of Manager Garcia and the spectacular team of professionals she has assembled to make our city the best it can be.

Ana M. Garcia has served as a public servant for almost 35 years, 16 as a City Manager, and this coming March, she will have served Dania Beach for 7 years. Today, she officially announces her retirement to be effective May 15th, 2026. As a result, I proudly seek (in conjunction with her request) to extend Manager Garcia's contract for four- and one-half months from this December 31st, 2025. I have full faith and confidence that Ana will continue working diligently and enthusiastically with the remarkable City Team she has assembled, with this City Commission and with the Dania Beach Community to ensure we continue to deliver on the priorities we have set forth through our unanimously adopted Strategic Master Plan during her remaining time with our city.

CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: October 28, 2025

To: Mayor Joyce L. Davis
Vice Mayor Marco A. Salvino, Sr.
Commissioner Lori Lewellen
Commissioner Luis Rimoli
Commissioner A. J. Ryan IV

From: Ana M. Garcia, ICMA-CM, City Manager

Subject: Manager's Contract/Retirement Announcement

Today, I officially announce my retirement effective May 15, 2026. I trust that what we have accomplished since I was appointed your City Manager in March of 2019, garners me your support to extend my contract for four- and one-half months from December 31, 2025, to May 15, 2026. My decision to retire is bittersweet because I love what I do, I love Dania Beach and I love my "Team," however, next year will mark 50 years in the labor force for me with 35 years in public service, and 17 years as a City Manager. These past 6 years and 6 months serving as your Chief Administrative Officer building the culture of RISE (Respect, Integrity, and a Standard of Excellence) with your unwavering support for me to be able to retain, recruit and promote the very best is and will be my greatest professional accomplishment. We have developed a "deep bench" second to none, and I have been strategically and intentionally preparing our Team, leading by example to stay on course, delivering excellence and wins for Dania Beach. Not just yesterday or today, but for decades to come! I am very proud that every Director, Deputy Director, our two Chiefs and our Deputy City Manager have been hired or promoted by this Administration. It takes a truly remarkable team of individuals and leaders, working in unison, moving forward in the same direction 365 days a year, cohesively and consistently, and that is what we have in our "A Team". I care deeply for them and respect and value them greatly! Our stability in the Office of the City Manager has been instrumental in our unprecedented low turnover rate, our recruitment and our overall success.

Our succession plan has been front and center for me and a priority of this "great" City Commission. Just like all the priorities of your adopted strategic master plan, in which we have delivered on, the game plan for my successor and your next City Manager has been in motion since I hired him 14 years ago. I am fully aware it's your decision, hence I simply and humbly recommend that when the time comes, our Deputy City Manager Candido Sosa-Cruz is your choice to be your next City Manager because he has earned it and will seamlessly transition into the role like nobody else could. As Mayor Davis said to me, that's "Legacy Leadership".

Until my last day, I will continue to lead, teach, motivate, hustle, and serve with much resolve, focus, integrity, passion, gratitude, and attention to detail that has been demonstrated throughout my career and my life.

I am humbled and immensely grateful for the opportunity and trust that you and your former colleagues/ commission bestowed upon me, particularly being the very first woman and Hispanic in the 121-year history of Dania Beach to serve as City Manager.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY COMMISSION TO ENTER INTO AN EXTENSION OF THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER, ANA M. GARCIA THROUGH MAY 15, 2026; PROVIDING FOR A PUBLIC HEARING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach, Florida, as prescribed by Part III, Article 3, Section 3 of the City Charter, held a public hearing on February 26, 2019, at a regular City Commission meeting pertaining to execution of an initial City Manager Employment Agreement with Ana M. Garcia; and

WHEREAS, at the Commission meeting held on March 8, 2022, pursuant to Resolution No. 2022-044, Ms. Garcia's employment agreement was extended to December 31, 2024; and

WHEREAS, at the Commission meeting held on July 9, 2024, pursuant to Resolution No.: 2024-103, Ms. Garcia's employment agreement was extended to December 31, 2025; and

WHEREAS, consistent with the requirements of the Charter, the City Commission held a public hearing on October 28, 2025, relating to the execution of an extension of City Manager Employment Agreement with Ms. Garcia through May 15, 2026; and

WHEREAS, notice of the hearing was published as prescribed by the Charter; and

WHEREAS, having conducted the public hearing, the City Commission desires to enter into a new one-year agreement with Ms. Garcia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the City Commission authorizes the proper City Officials to execute the extension of employment agreement with Ms. Garcia with specific terms and conditions, a copy of which Amendment is attached as Exhibit "A" and is incorporated by reference into this Resolution.

Section 2. That the City Attorney is authorized to make minor revisions to the provisions of the Agreement as deemed to be necessary and in the best interest of the City.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take 10 days after its passage and adoption.

PASSED and ADOPTED on _____, 2025.

Motion by_____, second by_____.

FINAL VOTE ON ADOPTION: Unanimous _____

	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A BOUTSIS
CITY ATTORNEY

FIRST AMENDMENT TO THE EXISTING EMPLOYMENT AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND ANA M. GARCIA

This is the First Amendment (the "Amendment") to the Employment Agreement (the "Agreement") existing between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and Ana M. Garcia.

This First Amendment amends and modifies that City Manager Employment Agreement ("**Agreement**") dated July 11, 2024, made and entered into by the parties hereto as follows:

1. The term of the underlying Agreement expires on December 31, 2025, and is modified by this First Amendment by extending the City's Manager's employment term through May 15, 2026.

2. All other provisions of the Agreement remain in full force and effect, other than any provision that conflicts with the terms and spirit of this First Amendment, which shall be deemed to be amended appropriately in order to be consistent with this First Amendment.

3. Except as may be contrary to the express terms of this First Amendment, performance of this First Amendment by both parties shall be subject to the terms and conditions of the Agreement.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have executed this First Amendment effective as of _____, 2025

.

ATTEST:

CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

_____
ELORA RIERA, MMC
CITY CLERK

_____
JOYCE L. DAVIS
MAYOR

APPROVED AS TO LEGAL FORM:

_____
EVE A. BOUTSIS
CITY ATTORNEY

CITY MANAGER:

WITNESSES:

_____ _____

SIGNATURE ANA M. GARCIA

DATE: _____

_____

PRINT Name

_____

SIGNATURE

_____

PRINT Name

STATE OF FLORIDA)
COUNTY OF BROWARD COUNTY)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____2025 by _____. He/she is personally known to me or has produced _____as identification.

_____

My Commission Expires: Notary Public, State of Florida

_____

Print Name

CITY MANAGER'S EMPLOYMENT AGREEMENT

THIS CITY MANAGER'S EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into on July 11, 2024, between the City of Dania Beach (the "City") and Ana M. Garcia (the "Manager").

TERMS

1. Employment. The City employs the Employee as its City Manager under the following terms and conditions.

2. Term.

2.1 The Manager has successfully served since March 13, 2019. This Agreement for the Manager shall extend the Manager's contract by one year, commencing on March 13, 2024 (the "Commencement Date") and ending on December 31, 2025, unless earlier terminated as provided in this Agreement or unless the Manager engages in any of the conduct triggering automatic termination of the Agreement pursuant to Part III, Article 3, Section 3(a) of the City Charter.

2.2 No later than ninety (90) days prior to expiration of this Agreement, unless this Agreement is terminated earlier as provided in this Agreement, the City Commission ("Commission") shall notify the Manager of its intention to either enter into a new agreement or to allow this Agreement to expire. If the Commission intends to let this Agreement expire, the Manager may resign from her position with two (2) weeks' prior written notice and shall be entitled to receive any accrued unused annual leave, sick leave and personal days. In the event this Agreement expires due to the Commission's failure to act and Manager is ready, willing and able to continue with her employment as Manager, the Commission agrees to continue providing the Manager with her regular bi-weekly salary and benefits as provided in this Agreement, until otherwise notified by the Commission.

3. Duties.

The Manager shall perform the duties and exercise the powers of City Manager as prescribed by state law and as provided in the City Charter, including but not limited to the following:

3.1 Be responsible for the appointment, supervision and removal of all City employees;

3.2 Direct and supervise the administration of all departments but not City boards or agencies, unless so directed by the Commission from time to time;

3.3 Attend all Commission meetings except when excused by the Commission and shall participate in discussion but not have the right to vote;

3.4 See that all laws, provisions of the Charter and acts of the Commission, subject to enforcement and administration by her or by officers subject to her direction and supervision, are faithfully executed;

3.5 Prepare and submit to the Commission a proposed annual budget and capital

program;

3.6 Submit to the Commission and make available to the public an annual report on the finances and administrative activities of the City as of the end of each fiscal year;

3.7 Prepare such other reports as the Commission may require concerning the operations of City departments, offices, boards and agencies;

3.8 Keep the Commission fully advised as to the financial condition and future needs of the City and make such recommendations to the Commission concerning the affairs of the City as she deems to be in the best interests of the City;

3.9 Execute contracts, deeds and other documents on behalf of the City as authorized by the Commission; and

3.10 Perform such other duties as are specified in the Charter and as may be required by the Commission.

4. Hours of Work. The Manager agrees to remain in the exclusive full-time employment of the City and shall not accept any other employment during the term of this Agreement. The Manager further agrees to devote that amount of time and energy which is reasonably necessary for the Manager to faithfully perform her duties under this Agreement. Notwithstanding the foregoing, with the prior consent of the Commission, the Manager, from time to time, may engage in teaching opportunities so long as such opportunities are not for compensation and do not conflict with or affect her ability to perform her duties under this Agreement.

5. Compensation.

5.1 Salary. The annual salary of the Manager shall be Two Hundred Sixty Eight Thousand Nine Hundred and Twenty Two Dollars ($268,922.00), which shall be payable in installments at the same time and manner as other employees of the City are paid. The City Manager shall receive a three percent (3%) salary merit increase, starting at the pay period following approval and execution of this Employment Agreement. Any increase in the annual base salary other than as provided in Section 5.2 shall be in the sole discretion of the City Commission, and only after the annual performance evaluations provided for under Section 6 of this Agreement.

5.2 The Manager's salary will increase to reflect an annual cost of living adjustment at the same rate and effective time as the cost of living adjustment provided to AFSCME bargaining unit employees.

6. Performance Evaluation.

6.1 An evaluation of the Manager shall be conducted annually each March in advance of the adoption of the annual operating budget. Any such review and evaluation shall be conducted in accordance with criteria developed by the Commission. Criteria may be added or deleted as the Commission may from time to time decide. If any such evaluation is not conducted, the Manager will still receive the salary adjustment specified in Paragraph 5.2, above.

6.2 Subsequent to each evaluation of Manager's performance, but prior to the beginning of each fiscal year, the Commission may (in consultation with the Manager) define such goals and performance objectives, in writing, which they determine necessary for the proper operation of the City and in attainment of the Commission's policy objectives and may further establish a relative priority among those various goals and objectives. Any such goals and performance objectives shall generally be attainable within the time limitations as specified and within the annual operating and capital budgets and appropriations provided.

7. Stipends.

7.1 The City shall provide the Manager with an automobile allowance of six hundred dollars ($600.00) per month ($7,200.00) annually) to be paid on a bi-weekly pay period at the same time and in the same manner as other employees, which is intended to cover the Manager's automobile related expenses during her employment as City Manager.

7.2 The City shall provide the City Manager with a monthly cellphone and data stipend of one hundred twenty five dollars per month ($1,500.00 annually) to be paid on a bi-weekly pay period basis at the same time and in the same manner as other employees and such devices shall be connected to the City's computer network.

7.3 The Manager will receive an annual $500.00 expense allowance paid in the same manner as City Charter employees and Department Directors.

7.4 The City shall provide the City Manager the benefits provided to employees as provided in the City's Personnel Policy Manual (PPM).

8. Insurance. The City shall provide the Manager with comprehensive medical, vision, and dental insurance to participate in those plans in the same manner and amounts are to be paid as are provided to Department Heads of the City. The Manager shall select such coverage from the insurance plan provided to all City employees. The City also shall provide the Manager with life insurance and long-term disability insurance coverage in the same manner and amounts as provided by the City to other general employees of the City and pay the related cost of the premiums.

9. Retirement Benefits. The Manager shall be enrolled by the City in the Florida Retirement System's ("FRS") Senior Management Service Class and the City shall be responsible for paying the mandatory City Employer contributions into FRS for the Senior Management Service Class. In addition, the City will pay one and one half percent (1.5%) of the required three percent employee contribution to the plan on behalf of the City Manager. The Manager will pay the remaining one and one half percent (1.5%) of the employee contribution. The City Manager will be entitled to participate in the City's 457 Deferred Compensation plan at the same level of benefits afforded to all other City employees. The election to participate must be made at the time of hire and the Manager will be required to contribute the required Employee Contribution in order to receive the City match which is currently a maximum of 1.8% of pay.

10. Annual Leave, Sick Leave and Personal Days. The Manager shall be entitled to the following annual leave:

10.1 Twenty (20) days of annual vacation leave.
10.2 Twelve (12) days of annual sick leave.

10.3 Four (4) days of annual personal leave.

Vacation leave shall continue to accrue at the rate of 6.15 hours per pay period and sick leave will accrue at the rate of eight (8) hours per month in the same manner as is applicable to all other City employees. If additional dates of authorized leave are provided to employees (i.e. bereavement leave, floating holiday or any other policy change) the City Manager shall automatically be entitled to the same benefit.

11. Termination by City and Severance Pay.

11.1 In accordance with the Charter, the Manager shall serve at the pleasure of the Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Commission to terminate the services of the Manager at any time during a regular or special City Commission meeting.

11.2 Such severance is authorized by Florida law. A vote by the Commission to terminate without cause requires at least a four fifths (4/5) vote. If the Manager is terminated without cause during the second or third year of employment, the Manager shall receive a bi-weekly severance salary equal to twenty (20) weeks of her regular base salary and shall continue to pay the premiums for twenty (20) weeks of paid medical, dental and vision insurance after the effective date of her termination. The Manager shall be entitled to receive payment of any accrued unused vacation leave, sick leave and personal days. The City's obligation to pay for medical, vision and dental insurance shall cease upon Manager's ability to participate in another group plan offered by any subsequent employer. The City shall not provide the Manager with any other benefit or reimbursement (except as specifically set forth in this paragraph) beyond the date of her termination. All severance payments (excluding the continuation of medical, vision, and dental insurance benefits) shall be paid to the Manager bi-weekly upon her next regular pay period after termination. Upon payment of the severance payment specified in this Section 11.2, and the medical, vison and dental insurance benefits provided for in this Agreement, the City shall have no further contractual financial obligations to the Manager. The severance payment shall constitute stipulated and liquidated damages and the maximum amount of financial liability for which the City may be liable in the event of termination for breach of contract. Termination by the Commission under this Section or any other provisions of this Agreement shall not cause the Manager to forfeit any vested benefits under the Defined Contribution Plan.

11.3 In the event the Manager is terminated for misconduct as defined in Section 443.036(30), Florida Statutes, or for the reasons set forth in Part III, Article 3, Section 3(a) of the City Charter (which is incorporated by this reference), the City shall have no obligation to pay the Manager any compensation, severance pay, medical, vision, and dental insurance or other benefits under this Agreement, including any unused accrued vacation leave, sick leave and personal days.

Misconduct includes, but is not limited to: (i) gross negligence in the performance of her duties; (ii) conviction of a felony; (iii) gross insubordination; (iv) willful neglect of duty; or (v) adjudicated violation of the Florida Code of Ethics for Public Officers and Employees, the Broward Conflict of Interest and Code of Ethics, the City Charter, or the City's Code of Ordinances.

11.4 If the Manager is unable to perform her duties as specified in Section 3 of this Agreement for a period of thirty (30) consecutive days or sixty (60) non-consecutive days during any one year period for any reason other than approved Family Medical Leave Act ("FMLA") absence, the Commission may terminate this Agreement. If the Manager takes FMLA-approved leave and exhausts her statutorily protected FMLA-approved leave in any one year period, the Commission may terminate this Agreement. If this Agreement is terminated under this Section, the Manager shall not be entitled to severance pay or any other benefits under the terms of this Agreement except for payment of accrued unused leave (vacation, sick and personal leave).

12. Termination of Agreement by Manager.

12.1 In the event that the Manager resigns during the term of this Agreement, the Manager shall provide the City with ninety (90) days' advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the Manager under this Section, the Manager shall not be entitled to receive any severance or medical, vision or dental insurance benefits; however, she shall be entitled to receive payment of any accrued unused vacation leave, sick leave and personal days .

12.2 In the event that the Manager resigns with less than ninety (90) days' advance written notice, the City Commission may elect to terminate the Manager immediately or allow the Manager to continue to serve until the date specified in the Manager's resignation. In the event of a resignation or termination under this paragraph, notwithstanding any other provisions of this Agreement, the Manager shall not be entitled to receive any compensation, severance payment, any accrued unused vacation leave, sick leave, and personal days unless the City Commission authorizes payment of same.

13. Professional Development.

13.1 Subject to City policy and state law, the City agrees to pay the reasonable professional dues and subscriptions of the Manager necessary for her continuation and participation as a member in national, regional, state and local professional associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the City. The Manager shall not hold office in any local, state, regional or national professional association or organization without prior written approval of the Commission.

13.2 Subject to City policy and state law, the City agrees to pay the travel and reasonable per diem expenses of the Manager for travel to one national and one state association conferences per year. The Manager may, with the advance written approval of the City Commission, attend additional national or state conferences, or both.

14. **Notice.** Notices pursuant to this Agreement shall be given by hand delivery or by certified mail through United States Postal Service delivery, addressed as follows:

City: Mayor and Members of the City Commission
City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004

City Manager: Ana M. Garcia, ICMA-CM
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

City Attorney: Eve A. Boutsis
100 W Dania Beach Blvd
Dania Beach, FL 33004

15. **Real Estate Investments Prohibited.** Without the Commission's written approval, the Manager shall not directly or indirectly invest in real estate within the City, except for her primary residence.

16. **Other Terms and Conditions.**

16.1 If any provision, or any portion of a provision contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or any portion of it, shall not be affected and shall remain in full force and effect.

16.2 The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

16.3 The rights and obligations in this Agreement are personal in nature and cannot be transferred by the Manager.

16.4 This Agreement contains the entire agreement of the parties. It shall not be changed or amended unless by an amendment in writing signed by the parties.

16.5 In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, each party shall bear its own attorney fees and costs.

16.6 This Agreement shall be governed by Florida law and any litigation which may arise from this Agreement shall be filed and litigated in Broward County, Florida. The parties waive the right to a jury trial.

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement, in duplicate, on the day and year first written above.

ATTEST:

CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

Dated: July 11, 2024.

APPROVED FOR FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

Lori Adams

PRINT Name

Signature

Elora Riera

PRINT Name

CITY MANAGER:

ANA M. GARCIA, ICMA-CM

July 11th, 2024

DATE

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, on July 11, 2024 by Ana M. Garcia. She is personally known to me or has produced _____, as identification.

NOTARY PUBLIC
State of Florida

My commission expires:

ERIN MCCLENDON
MY COMMISSION # HH 342799
EXPIRES: April 18, 2027

City of Dania Beach
Community Development Memorandum

DATE: 10/28/2025

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: The City Commission to discuss the property owner, PORT 1850 LLC, amendment request to the Broward County's Environmentally Sensitive Land map for the property located at 1850 NE 7th Avenue.

Request:
The Community Development Department is requesting that the City Commission approve the resolution to not support the property owner, PORT 1850 LLC, amendment request to the Broward County's Environmentally Sensitive Land map for the property located at 1850 NE 7th Avenue.

Background:
The City of Dania Beach follows a consistent and collaborative process for reviewing applicationThe City of Dania Beach follows a consistent and collaborative process for reviewing applications. Input is obtained from subject matter experts at Broward County and the State of Florida to ensure that each application is thoroughly assessed, evaluated, and appropriately commented upon. This review process is ongoing and guided by the City's unanimously adopted Strategic Plan, which emphasizes the mission to provide excellent municipal services in a financially responsible and environmentally sound manner. Applications that do not align with this mission or the City's established priorities will not receive the City's support.

On October 6, 2022, a Site Plan application was submitted to the City of Dania Beach for the property located at 1850 NE 7th Avenue. During review of the Site Plan application, it was determined that a portion of the property is identified as Environmentally Sensitive Land according to Broward County. In response the property owner submittal a request with Broward County to remove the designation from the property through a Broward County Land Use Plan Amendment (LUPA).

On May 21, 2024, the City Administration indicated that it had no objection to the applicant initiating the process for a LUPA. This approach was taken in alignment with the City's commitment to due diligence and informed decision-making. The intent was to allow the City sufficient time to obtain input and technical analysis from relevant subject matter experts at both the County and State levels. This expert input would enable the City to conduct a comprehensive

review, evaluate potential impacts, and ultimately establish a well-informed and substantiated position regarding the application.

Recently, the City received and carefully reviewed the analyses prepared by the relevant subject matter experts on August 13, 2024. These expert evaluations now provide a comprehensive and reliable foundation upon which the City Administration can assess, interpret, and develop an informed position regarding the proposed LUPA.

The Broward County Resilient Environment Department has recommended denial of the proposed LUPA. In its analysis, the Department noted that the subject site lies entirely within an area prioritized for resilient planning considerations, as defined by the County's Resilient Environment framework. The Department further determined that the proposed amendment would facilitate additional development within a location that is already substantially challenged by sea level rise and associated climate impacts. On October 9, 2025 the Mayor, City Manager, Deputy City Manager, City Attorney, and Community Development Director met with Dr. Jurado from the Broward County Resilient Environment Department to discuss this application and the specific environmental concerns it raises.

Moreover, the findings indicate that the proposed LUPA could have adverse effects, both direct and indirect, on the area's unique, high-quality, and environmentally sensitive lands. Such impacts would undermine ongoing efforts to preserve and enhance natural resilience, environmental integrity, and long-term sustainability within this critical region in Dania Beach.

Broward County Planning Council held a public meeting on the LUPA application on May 22, 2025, where it was approved. Broward County Board of County Commissioners approved the amendment for transmittal to the state on August 21, 2025. On October 21, 2025, the Broward County Commission deferred action on the amendment until their first meeting in January. After the City Commission acts tonight our recommendation will be provided to the County Commission prior to their action on this application.

Staff Analysis

After thorough review of the reports and recommendations provided by the subject matter experts, City staff cannot support the proposed LUPA. The findings clearly indicate that the amendment could adversely impact the City's unique and environmentally sensitive lands, while also exposing future development to heightened flooding risks associated with sea level rise and climate change.

The City's Comprehensive Plan establishes clear goals, objectives, and policies designed to protect the health, resiliency, and sustainability of our natural resources, while minimizing flood vulnerability in coastal areas. The preservation and conservation of mangrove ecosystems and other environmentally sensitive lands are central to these guiding principles and remain a top priority for the City of Dania Beach. Supporting this proposed LUPA would conflict with these long-standing commitments and the City's responsibility to promote responsible, resilient, and sustainable development.

Attachments:

Broward County Resilient Environment Department response to application letter
NSU's Land Use Plan Amendment (LUPA)

Budgetary Impact

None.

Recommendation
Community Development staff recommends the City Commission approve the resolution to not support the LUPA.

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO DISCUSS THE CITY'S POSITION RELATING TO BROWARD COUNTY APPLICATION FILED BY PORT 1850 LLC, 2025-285 (PCNRM 24-3) FOR SITE 97, LOCATED AT 1850 NE 7TH AVENUE, DANIA BEACH, FL, RELATING TO MODIFICATION/UPDATE TO THE COUNTY'S ENVIRONMENTALLY SENSITIVE LANDS MAP THROUGH THE FLORIDA STATUTES SECTION 163.3184 PROCESS; AUTHORIZING A PUBLIC HEARING EVEN THOUGH A PUBLIC HEARING IS NOT REQUIRED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 21, 2024, the City Administration had no objection for the process to begin by the applicant, Port 1850 LLC, for a Broward County map amendment to proceed as the City desired to obtain information from the subject matter experts, and to thereafter form a knowledgeable position as to the request and to provide input at that time; and

WHEREAS, it has only been in the past couple of weeks that the City obtained subject matter expert information upon which to review and opine; and

WHEREAS, no public hearing is required before the City Commission opines on the County's legislative action pursuant to Florida Statutes Section 163.3184; and

WHEREAS, all public hearings are held by the Broward County Planning Council and the Broward County Board of County Commissioners; and

WHEREAS, now that the subject matter experts have opined, the City Commission seeks to review the recommendations and voice the City's position on the application to the Broward County Commission.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. The City Commission does not support the application for the County's environmentally Sensitive Lands Map. The City Clerk shall deliver a copy of the City Commission's approved resolution to the Board of County Commissioners for the County to take into consideration the City's position on the application.

Section 3. That the associated City Staff Report prepared for this discussion and possible action item be incorporated into this resolution as findings of fact.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be effective immediately after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT “A”

LEGAL DESCRIPTION

THE SOUTH 100.00 FEET OF LOTS 7, 8, 9 AND 10, AND THE EAST 6.00 FEET OF THE NORTH 116.00 FEET OF LOT 8, AND THE WEST 44.00 FEET OF THE NORTH 116.00 FEET OF LOT 9, ALL IN BLOCK 5, "BROWARD GARDENS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGE 48, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, AND CONTAIN 0.794 ACRES, MORE OR LESS.

ATTACHMENT 11

RESILIENT ENVIRONMENT DEPARTMENT
115 S. Andrews Avenue, Room 329 • Fort Lauderdale, Florida 33301 • 954-357-6613 • FAX 954-357-8655

RECEIVED 8/13/2024

To: Ms. Barbara Blake-Boy, Executive Director, Broward County Planning Council

From: Dr. Jennifer Jurado, Chief Resilience Officer, and Deputy Director J.J.

Date: 8/13/2024

Re: Response to Applicant for Review of PCNRM 24-3 (Site 97 on ESL Map)

The Broward County Resilient Environment Department / Resilience Unit provided comment regarding land use plan amendment (LUPA) application for PCNRM 24-3 known as Site 97 on the Environmentally Sensitive Lands Map on February 23, 2024. The Department comments noted that the site is located entirely within an area prioritized for resilience planning consideration, as indicated on the Priority Planning Areas for Sea Level Rise Map. Therefore, BCLUP Policies 2.21.1, 2.21.5, and 2.21.6 apply in the review of this application.

Specifically, **POLICY 2.21.5** states that "Broward County shall, prior to approving land use plan amendments in the areas prone to flooding and/or the impacts of sea level rise, as identified on the Flood Plains, Flood Prone Areas, and Coastal High Hazard Areas Map and the Priority Planning Areas for Sea Level Rise Map, respectively, determine that the subsequent development will be served by adequate storm water management and drainage facilities, not adversely affect groundwater quality or environmentally sensitive lands and not increase saltwater intrusion or area-wide flooding."

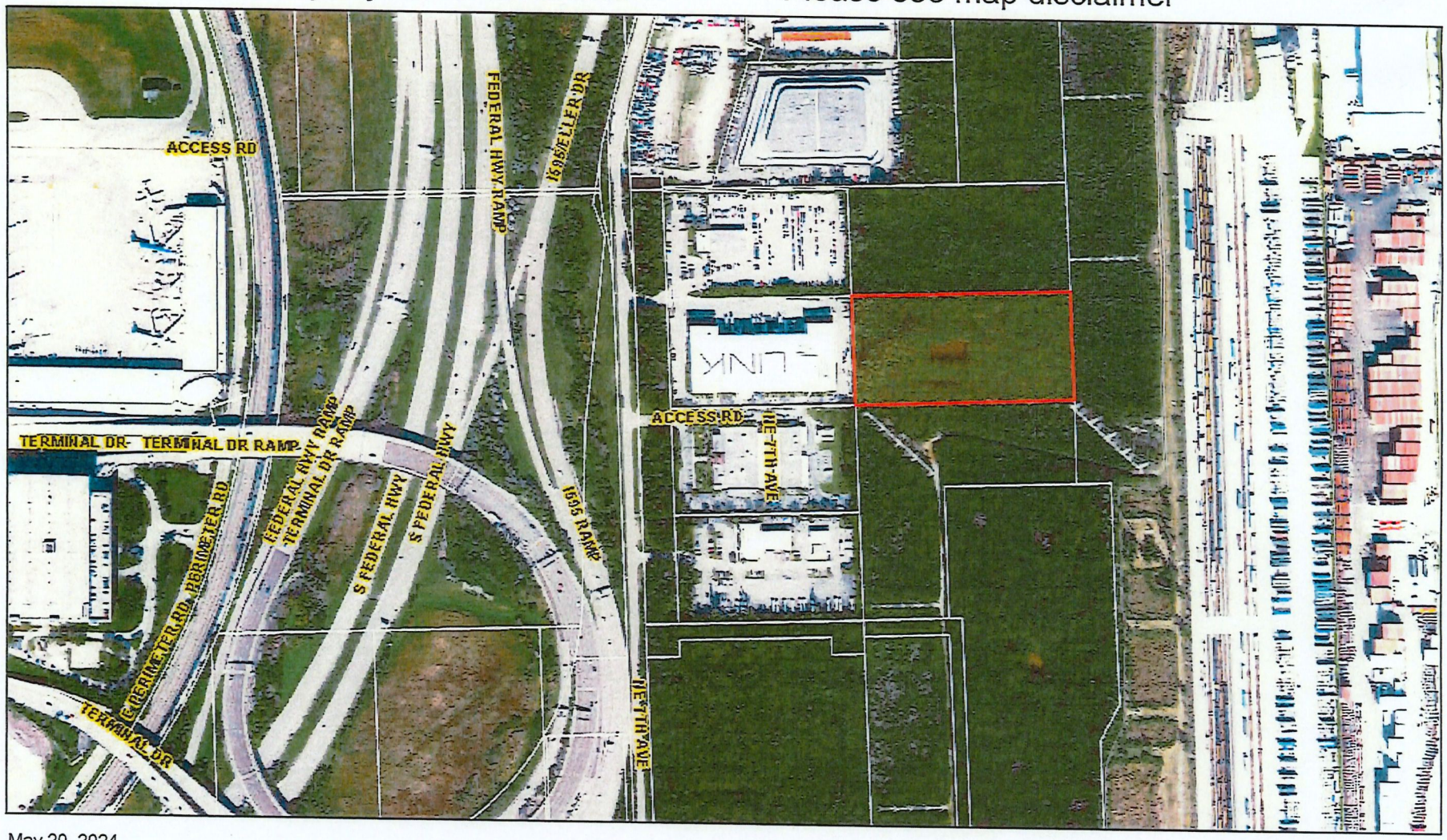
The Resilience Unit places emphasis on the reference to the required determination that the development will not adversely affect environmentally sensitive lands and that the site be served by adequate stormwater management and drainage facilities.

The Resilience Unit further notes that the groundwater conditions in the vicinity of this site are substantially influenced by sea level rise, with the 2024 Future Conditions Groundwater map showing a predicted 2.5' increase in the groundwater table relative to historic conditions. It is not clear whether the applicant utilized data from the 2024 Map Update (effective July 1, 2024) in its evaluation of future conditions hydrology.

While the Resilience Unit appreciates the response of the applicant to the agency review comments, these responses have not fully addressed these resilience priorities. Staff finds the proposed land use amendment would not only further development in an area substantially challenged by the predicted rise in groundwater table with sea level, but at the expense of high quality, unique Environmentally Sensitive Lands both directly and indirectly impacted by proposed development activities, inconsistent with Policy 2.21.5.

Therefore, the Resilience Unit recommends denial of the proposed amendment as it does not comply with Policy 2.21.6 of the Broward County Land Use Plan.

Property Id: 504226000021 **Please see map disclaimer



May 20, 2024

1:4,800

0 225 450 900 ft

0 65 130 260 m

Flight Date : Jan 1, 2024 & Jan 29, 2024 Broward County Property Appraiser

Broward County Land Use Plan
Proposed Amendment
PCNRM 24-3_ESL



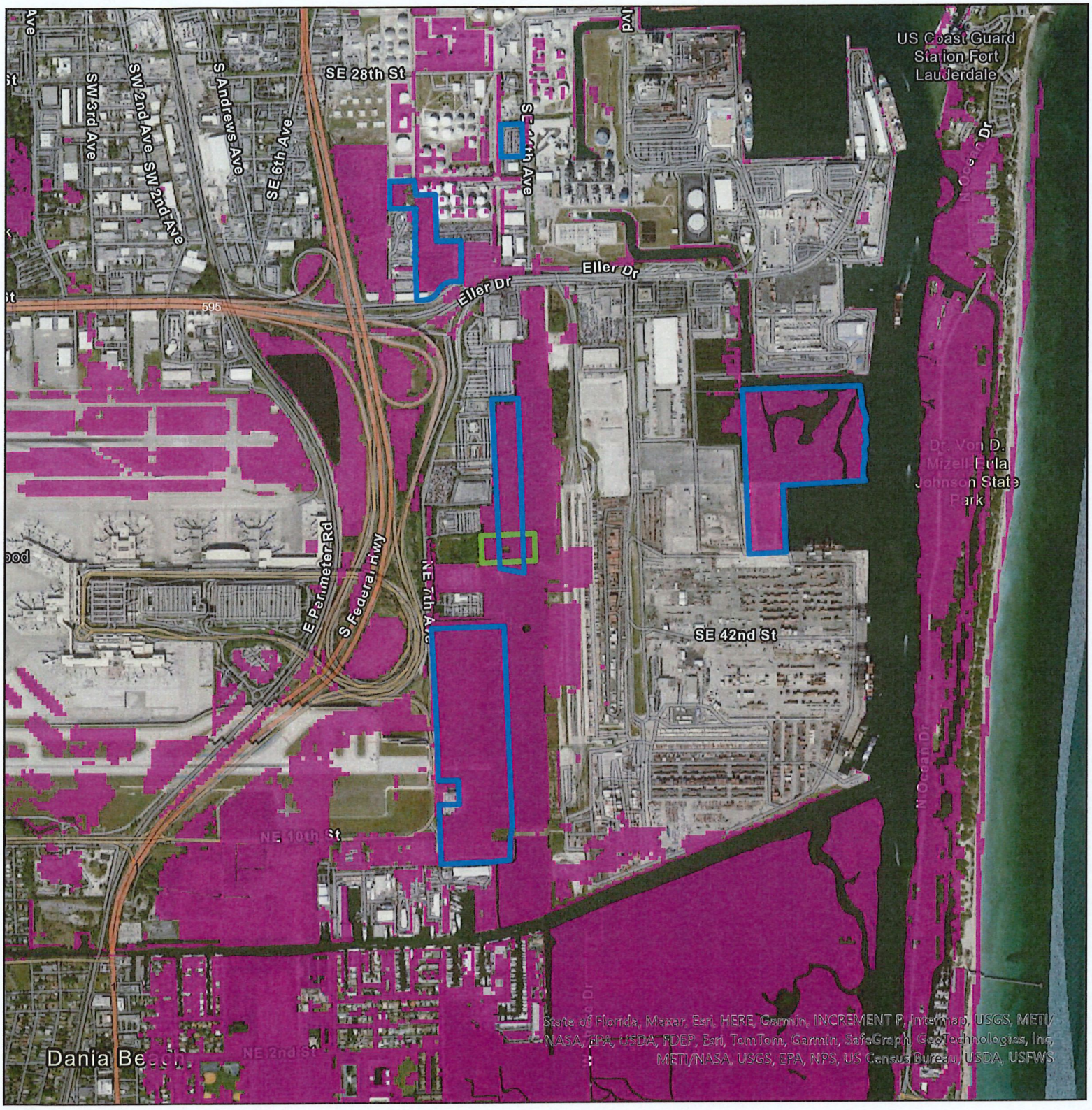
0 0.03 0.05 Miles

ESL

Proposed Land Use Plan Amendment

Priority Planning Areas for Sea Level Rise near tidal water bodies at an increased risk of inundation under a 40 inch sea level rise scenario projected to occur by 2070 (PCNRM 24-3_ESL is located inside of a Priority Planning Area)

Broward County Land Use Plan
Proposed Amendment
PCNRM 24-3_ESL



0 0.23 0.45 Miles

ESL

Proposed Land Use Plan Amendment

Priority Planning Areas for Sea Level Rise near tidal water bodies at an increased risk of inundation under a 40 inch sea level rise scenario projected to occur by 2070 (PCNRM 24-3_ESL is located inside of a Priority Planning Area)

Broward County Land Use Plan: Environmentally Sensitive Lands

PCNRM 10-1 Amended Map to Include Wedge.
Please contact the Planning Council at
954.357.8051, if you need additional information.

Legend

- Designated lands
- Protected lands
- Section Township Range
- Municipal Boundaries

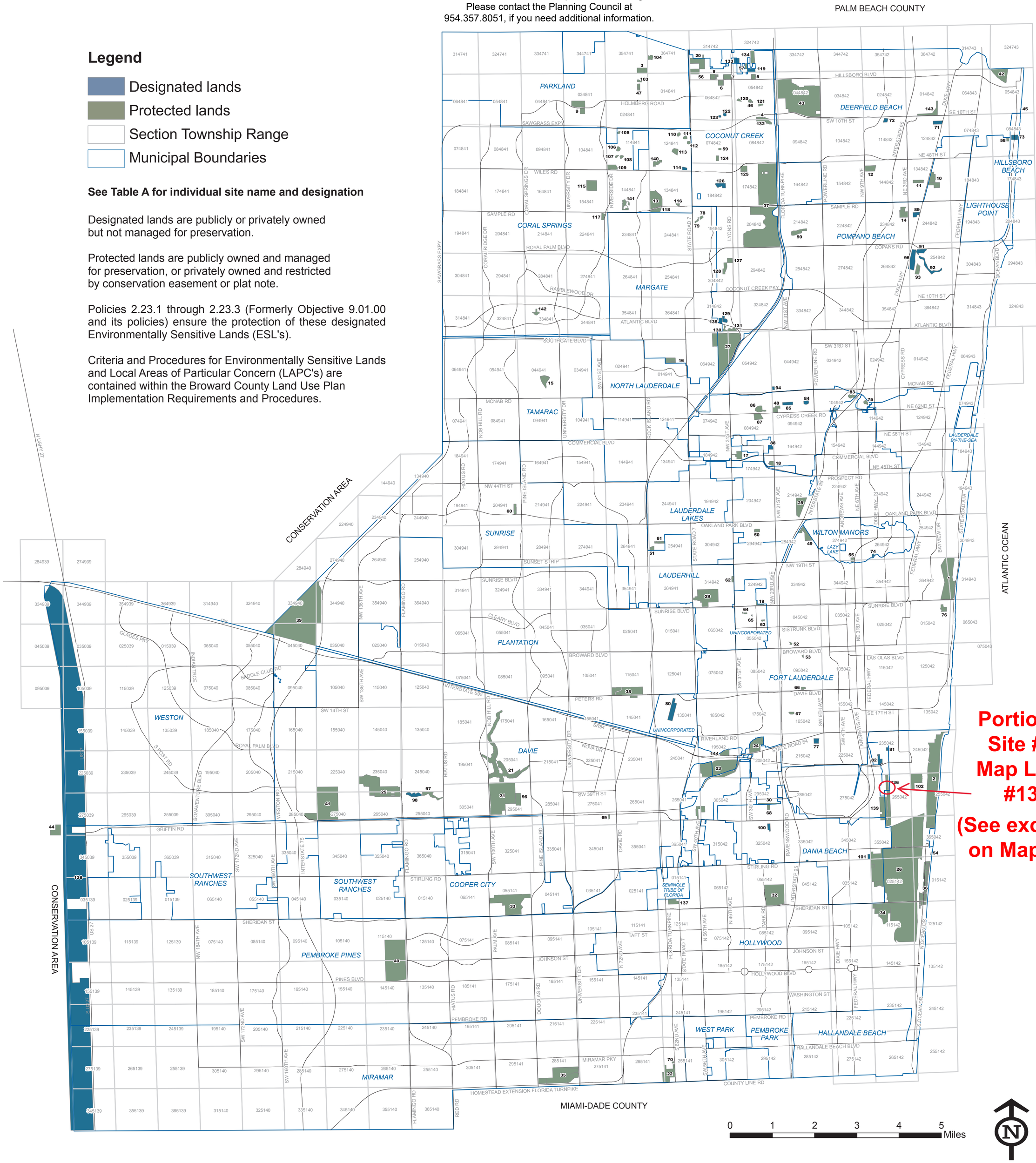
See Table A for individual site name and designation

Designated lands are publicly or privately owned but not managed for preservation.

Protected lands are publicly owned and managed for preservation, or privately owned and restricted by conservation easement or plat note.

Policies 2.23.1 through 2.23.3 (Formerly Objective 9.01.00 and its policies) ensure the protection of these designated Environmentally Sensitive Lands (ESL's).

Criteria and Procedures for Environmentally Sensitive Lands and Local Areas of Particular Concern (LAPC's) are contained within the Broward County Land Use Plan Implementation Requirements and Procedures.



Portion of Site #97/ Map Label #136

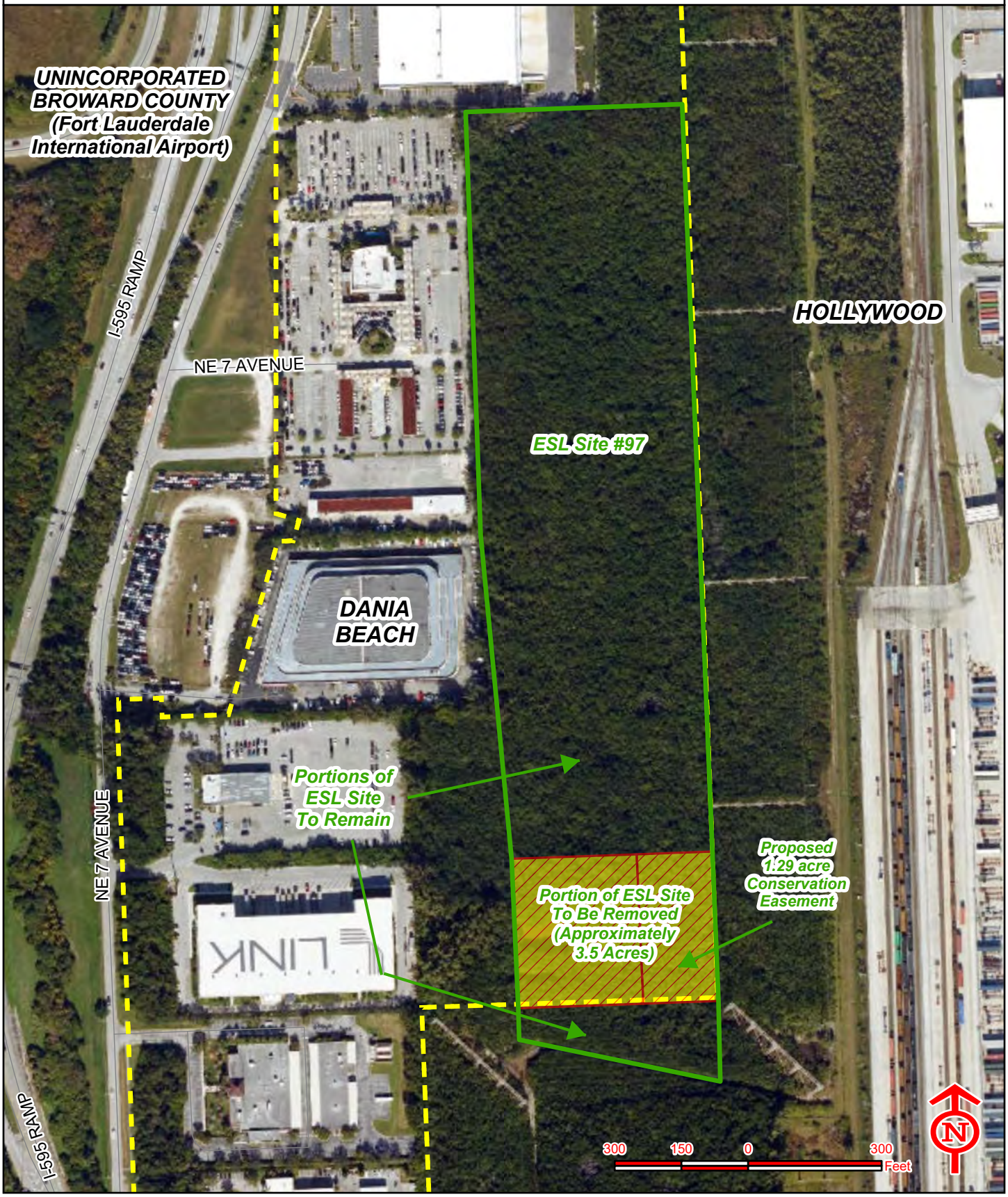
(See excerpt on Map 2)

III.B. Natural Resource Map Series: Environmentally Sensitive Lands

Source:
Broward County Natural Resources Planning and Management Division
Prepared By
Land Preservation Program
954-519-0305
Adopted: January 28, 2020

This map is for conceptual purposes only and should not be used for legal boundary determinations. Please contact the Broward County Planning Council office regarding questions pertaining to parcel boundaries or limits.

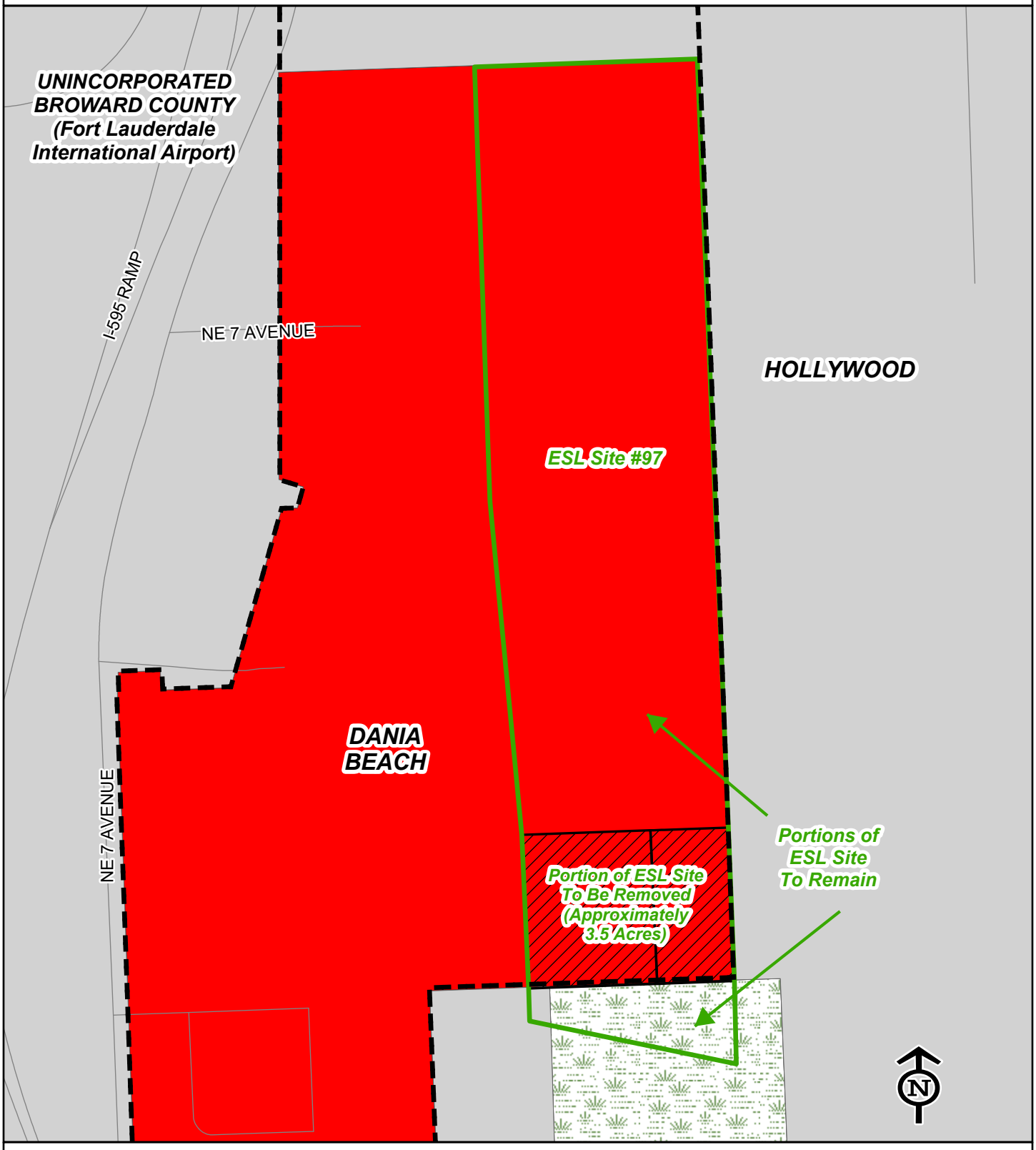
MAP 2
BROWARDNEXT - BROWARD COUNTY LAND USE PLAN
AERIAL PHOTOGRAPH OF ENVIRONMENTALLY SENSITIVE LANDS EXCERPT
AMENDMENT PCNRM 24-3



MAP 3
BROWARDNEXT - BROWARD COUNTY LAND USE PLAN
AERIAL PHOTOGRAPH OF REMAINING SITE 97 AND PROPOSED CONSERVATION EASEMENT
AMENDMENT PCNRM 24-3



MAP 4
BROWARDNEXT - BROWARD COUNTY LAND USE PLAN
FUTURE LAND USE DESIGNATIONS
AMENDMENT PCNRM 24-3



SECTION I
AMENDMENT REPORT
BROWARD COUNTY LAND USE PLAN
PROPOSED AMENDMENT PCNRM 24-3

NATURAL RESOURCE MAP SERIES -
ENVIRONMENTALLY SENSITIVE LANDS MAP
REMOVAL OF PORTION OF SITE 97 – CITY OF DANIA BEACH

RECOMMENDATIONS/ACTIONS ***DATE***

I. *Planning Council Staff Transmittal Recommendation* *May 13, 2025*

Due to concerns regarding sea level rise, stormwater management and the protection of natural resources, including wetlands and mangroves, consistent with several Broward County Land Use Plan Policies, Planning Council staff is unable to support the proposed amendment to remove approximately 3.5 acres of the overall 21.0-acre ESL Site 97 / Map Label 136 from the Natural Resource Map Series Environmentally Sensitive Lands Map.

Planning Council staff notes that the applicant may request the Planning Council support the amendment. It is suggested that any alternate Planning Council recommendation retain the 1.29-acre conservation easement on the Environmentally Sensitive Lands (ESL) Map.

As the Planning Council is aware, the Broward County Charter requires at least one Planning Council public hearing and Article 1.2(A) of the *Administrative Rules Document: BrowardNext* outlines the following circumstances in which a second Planning Council public hearing may be recommended or required:

(1) At its initial public hearing, the Planning Council takes an action to recommend denial of a proposed amendment; or
(2) At its initial public hearing, the Planning Council takes an action to recommend approval subject to meeting specific criteria or policy prior to a second Planning Council public hearing; or
(3) At its initial public hearing, the Planning Council votes by a majority of the members present with a minimum of six (6) affirmative votes for a second Planning Council public hearing; or
(4) If the County Commission requests by a vote of the majority of members present to request a second Planning Council public hearing; or
(5) If an objection or comment on adverse impacts to important state resources or facilities is issued during the State of Florida Chapter 163 review process; or
(6) If State of Florida Chapter 163 requires or is modified to require a second local planning agency public hearing.

If the Planning Council chooses to require a second Planning Council public hearing per Article 1.2(A)(1)(2) or (3), such recommendation must be made as part of its motion.

RECOMMENDATIONS/ACTIONS (continued) ***DATE***

II. *Planning Council Transmittal Recommendation* *May 22, 2025*

Planning Council recommended approval of the proposed amendment to remove approximately 3.5 acres of the existing 21.0-acre Site 97 / Map Label 136 from the Environmentally Sensitive Lands Map, subject to the on-site 1.29-acre conservation easement, including not requiring a second public hearing. (Vote of the board; Unanimous: 11-0: Abramson, Castillo, Geller, Gomez, Greenberg, Hardin, Horland, Newbold, Ryan, Zeman and DiGiorgio)

SECTION II
AMENDMENT REPORT
PROPOSED AMENDMENT PCNRM 24-3

INTRODUCTION AND APPLICANT'S RATIONALE

I. *Municipality:* Dania Beach

II. *County Commission District:* District 6

III. *Site Characteristics*

A. *Size:* Approximately 3.5 acres

B. *Location:* In Section 26, Township 50 South, Range 42 East; generally located east of Northeast 7 Avenue, south of Eller Drive.

C. *Existing Use:* Natural area

D. *Broward County Land Use Plan (BCLUP) Designation:* Commerce

IV. *Existing Uses and BCLUP Designations Adjacent to the Amendment Site*

A. *Existing Uses:*

North:	Natural area
East:	FPL Easement (Hollywood)
South:	FPL Easement (Hollywood)
West:	Vacant and warehouse

B. *Planned Uses:*

North:	Commerce
East:	Transportation (Hollywood)
South:	Conservation – Natural Reservations and Transportation (Hollywood)
West:	Commerce

INTRODUCTION AND APPLICANT'S RATIONALE (continued)

V. *Applicant/Petitioner*

A.	*Applicant:*	Port 1850, LLC
B.	*Agent:*	Edwin J. Stacker, Esq., Shutts & Bowen, LLP
C.	*Property Owner:*	Port 1850, LLC

VI. *Recommendation of Local Governing Body:* The City of Dania Beach has no objection to the proposed amendment.

VII. *Applicant's Rationale*

The applicant states: "The proposed project consists of the construction of a commercial warehouse in Broward County in close proximity to Port Everglades to fill a need for the operation of the Port. The feasibility of the project depends on the proximity to the Port, proximity to major highways (i.e. I-595 and I-95), parcel size, parcel availability/acquisition costs, and city zoning and setback requirements. There are limited undeveloped parcels that meet the criteria needed to ensure a feasible and viable project. Approximately 3.47 acres of the site is located with the LAPC designation and approximately 4.21 acres of mangrove wetlands exist on site. Of the total 4.21 acres, 1.29 acres will be preserved on site. The wetlands preserved on site will be located on the eastern portion of the parcel to conserve the hydrologic connection to the surrounding wetlands on the undeveloped parcels. The wetlands preserved on site will also be enhanced through the removal of invasive/non-native species and will be placed under a conservation easement.

In addition to the preservation and enhancement of wetlands on site, a credit purchase from the Everglades Mitigation Bank will be made. The existing wetland has been degraded and the habitat value is rapidly diminishing because of the invasion of exotic vegetation and the deterioration caused by the industrial development in the surrounding area. In addition, similar parcels containing contiguous forested wetlands, as opposed to isolated depressional wetlands, are not common within the New River drainage basin. Given the relative lack of privately-owned parcels with existing mangrove wetlands onsite, impacts to small, isolated wetlands on subject sites would not result in a large loss of wetland acreage within the ecosystem. The wetlands located onsite provide little function to the watershed due to the poor quality of the wetlands. The purchase of credits from the offsite permitted Everglades Mitigation Bank will offset any existing wetland function and will not result in any adverse cumulative impacts within the New River drainage basin."

See **Attachment 1** for the detailed rationale and mitigation plan.

SECTION III
AMENDMENT REPORT
PROPOSED AMENDMENT PCNRM 24-3

BACKGROUND INFORMATION

Environmentally Sensitive Land (ESL) "means those areas containing Natural Resources, as depicted in the Natural Resource Map Series of the Broward County Land Use Plan, which have been determined to be environmentally sensitive by the Broward County Board of County Commissioners. The criteria for designation of an ESL are contained within the Implementation Requirements and Procedures Section of the Broward County Land Use Plan. Policies which ensure the protection of Environmentally Sensitive Lands are contained within the Broward County Land Use Plan."

Pursuant to Policy 2.23.1 of the BrowardNext - Broward County Land Use Plan (BCLUP), Broward County maintains the Environmentally Sensitive Lands (ESL) Map that identifies natural resources, including Local Areas of Particular Concern (LAPC's). The Map was developed from a comprehensive study prepared by the Environmental Coalition of Broward County in 1987 and was initially adopted as part of the 1989 BCLUP.

The proposed amendment would remove an approximately 3.5-acre portion of a 21.0-acre LAPC site identified as "Site 97 / Map Label 136" from the ESL Map. The site is located east of Northeast 7 Avenue and south of Eller Drive, in the City of Dania Beach, and has a land use designation of Commerce, an umbrella category which generally permits commercial, industrial, employment, commercial recreation, open space and community facility uses. **See Maps 1 through 4.** The subject site is a "designated land" on the ESL Map which means that it is privately owned but not managed for preservation. Designated lands are subject to the provisions of the Broward County Land Development Code per BCLUP Policy 2.23.2. These provisions regulate clearing activities on the site, as well as require the applicant to prepare an Environmental Impact Report identifying the effects that proposed development would have on the unique natural qualities and resources of the area and identifying strategies to protect the resource or mitigate unavoidable adverse impacts on the resource.

Based on information provided by the applicant, the 3.5-acre site is vacant and consists of red and black mangroves, surface water, uplands and stormwater retention areas. The stormwater retention area will remain intact and the higher quality mangroves will be mitigated via offsite mitigation at the Everglades Mitigation Bank. The easternmost 1.29 acres will be enhanced and preserved under a Conservation Easement. **See Attachment 1 and Map 3.**

REVIEW AGENCY COMMENTS

The proposed amendment to remove approximately 3.5 acres of the existing 21.0-acre Site 97 / Map Label 136 from the Environmentally Sensitive Lands Map was distributed to County and municipal agencies for comments and input. The following comments have been received:

The **City of Dania Beach** has no opposition to the proposed amendment. **See Attachment 2.**

The **Broward County Urban Planning Division (BCUPD)** staff evaluated the site based on BCLUP Policy 2.21.5 which addresses sea level rise, and Policies 2.23.1, 2.23.2, 2.23.3 and 2.23.4 which address Local Areas of Particular Concern (LAPC's). The BCUPD staff states that the site continues to function as a wetland, is consistent with LAPC criteria, and may also be prone to flooding and the impacts of sea level rise. Any development of the site would be required to demonstrate that it can be served by adequate storm water management and drainage facilities, does not adversely affect groundwater quality or environmentally sensitive lands, and does not increase saltwater intrusion or area-wide flooding. In addition, removal of the LAPC designation for the subject site would likely result in the request for removal of other private properties located within the remainder of Site 97, as well as impact the resiliency of the area's coastal wetland system. The BCUPD staff does not support the removal of the site from the ESL Map. **See Attachment 3.**

The **Broward County Resilient Environment Department (BCRED)** report indicates that the amendment site is located entirely within an area prioritized for resilience planning consideration, as indicated on the Priority Planning Area for Sea Level Rise Map. Therefore, BCLUP Policies 2.21.1, 2.21.5 and 2.21.6 apply. Specifically, the applicant must demonstrate that the project will not increase saltwater intrusion or area-wide flooding, not adversely affect groundwater quality or environmentally significant lands and that subsequent development will be served by adequate stormwater management and drainage facilities. The applicant has not sufficiently addressed how risk from sea level rise will be mitigated, how areawide flooding will be minimized or how water quality will not be adversely affected. The BCRED also notes the applicability of the Future Conditions Average Wet Season Groundwater Elevation Map and 100-Year Flood Elevation Map for permitting and design, should development occur on the subject site. The applicant should review the height of all banks and/or berms for consistency with Chapter 39 of the Broward County Code of Ordinances. Further, the applicant is encouraged to consider the Climate Change Action Plan and the Regional Climate Action Plan recommendations and strategies pertaining to natural system/wetland/coastal/urban green space conservation and protections. **See Attachment 4.**

The **Broward County Environmental Permitting Division (BCEPD)** report summarizes the environmental license and permit applications associated with the property since 2022 which remain under review. The BCEPD staff finds that the subject site meets several LAPC criterion: the site has a predominance of native, mature red and black mangroves, provides nursery, roosting, foraging and refuge habitat for many species, and is a natural ecosystem and physiographical feature confined to a small area of the County. Further, the site is unique and diverse, with a low level of exotic vegetation, and hydrologically and tidally connected to the surrounding mangrove wetlands and the Dania Cut-off Canal. In addition, the BCEPD report

REVIEW AGENCY COMMENTS (continued)

identifies that mangrove habitat is a limited resource in Broward County with some areas under threat from development, and that there is a cumulative impact to the overall mangrove resource from projects proposing "small" impacts to mangroves. The BCEPD staff objects to the removal of the site from the ESL Map, as development will have a negative impact on the adjacent mangrove area, creating a dam and limiting tidal flow/flushing of the surrounding wetlands. **See Attachment 5 and Map 3.**

The relevant BCLUP Policies that are cited by the review agencies are provided in Attachment 6, for ease of reference.

The applicant has provided additional information in response to review agency concerns:

- Approximately 1.29 acres of mangrove habitat/wetlands will remain on the easternmost portion of the subject site. Said area will be enhanced and placed under a Conservation Easement to allow hydrologic flow to continue, including connection to the Dania Cut-off Canal to the south and to adjacent mangrove wetlands to the north, south and east of the property.
- A credit from the Everglades Mitigation Bank (EMB) will be purchased. The EMB credit will provide regional ecological value and will result in a significantly higher value habitat than the subject site.
- The western upland portion of the site contains exotic species (62 of the 63 existing trees are exotic species), has been impacted by fill and a lake excavation, and is surrounded by high intensity warehouse facilities. The exotic trees will be removed and replaced with native trees in accordance with the City of Dania Beach's tree removal requirements.
- The Cumulative Impact Analysis demonstrates that a cumulative impact to the New River Basin would not occur and the EMB credit purchase would fully offset the impacts of the proposed project.
- The migration of species will not be altered as the surrounding conservation easements and County parks provide a larger area for nesting and foraging.
- Stormwater calculations indicate that any proposed development of the subject site will retain the 25-year storm through a network of drainage wells, exfiltration trenches, and retention areas. These systems will introduce a groundwater mound during rain events to an area that will reduce the impact of saltwater intrusion in the immediate area and will provide the required water quality treatment with no runoff discharged to the surface water bodies being designed.
- Mangrove habitat is not a unique habitat in southeast Florida. Of the 4.21 acres of privately owned wetlands, 1.29 acres will remain under a conservation easement and are minimal to the adjacent 160 acres of red and black mangrove habitat owned by Broward County.

See Attachments 7 through 9.

REVIEW AGENCY COMMENTS (continued)

The additional information was distributed to the review agencies for consideration. Responses have been received from review agencies as follows:

The **BCEPD** staff continues to object to the removal of the site from the ESL Map. The BCEPD updated report states that the exotic species on the western upland portion of the site can be easily removed or treated. The remainder of the site is a mature, highly functional mangrove ecosystem with large red and black mangroves and no exotic species. The site is not isolated and is contiguous to 160 acres of mangroves. The site is tidally connected to the Dania Cut-off Canal to the south and is flushed by daily tide changes. All stormwater entering the site is pretreated, so there are no negative impacts from the adjacent developed areas. The BCEPD staff visited the site several times and noted abundant wildlife with the mangrove habitat providing roosting, foraging and refuge for many species. Development of this site will have permanent impacts to 2.92 acres of mature, highly functional mangrove wetlands, will create a partial dam limiting water flow and will impact areas outside of the project footprint due to construction, including retaining walls. If this site and other surrounding privately-owned sites are developed, nearly 20 acres of mangroves will be lost. The BCEPD strongly believes the site continues to meet the LAPC criteria and is unsure whether the proposed project will be able to meet the criteria for the issuance of County Environmental Resource and Stormwater Management Licenses or for a State Environmental Resource Permit. **See Attachment 10.**

The **BCRED** staff also continues to object to the removal of the site from the ESL Map. The BCEPD updated report states that the applicant's responses have not fully addressed the County's resilience priorities or the relevant BCLUP Policies. The proposed amendment would not only further development in an area substantially challenged by sea level rise, but at the expense of high quality, unique environmentally sensitive lands both directly and indirectly impacted by proposed development activities. **See Attachment 11.**

The applicant has provided additional information in response to continued review agency objections:

- The site is located adjacent to high-intensity warehouse facilities and was previously a tomato farm. The western upland portion of the site has been impacted by fill and a lake excavation with the presence of exotic and nuisance species, reducing its ecological function.
- The overall impact will be minimal due to the preservation and enhancement of 1.29 acres of wetlands, increasing its function as a wetland and its use for wildlife roosting, foraging and refuge.
- The existing FPL road cuts off much of the tidal connection to the Dania Cut-off Canal. The area north of the road is only connected hydrologically by higher-than-average tides, such as king tides. The wetlands remaining onsite will continue to be tidally connected during king tides to the Dania Cut-off Canal.

REVIEW AGENCY COMMENTS (continued)

- The project's stormwater management plan will be sufficient and cause no negative impacts to the surrounding area. Any secondary impacts associated with construction has been accounted for in the mitigation plan, ensuring that environmental effects are minimized and properly managed.
- The 2.92 acres of impacted wetlands are minimal (1.8%) compared to the surrounding 160 acres of wetlands owned by Broward County. This minimal impact will be offset through credits purchased from the Everglades Mitigation Bank (EMB).
- The Cumulative Impact Analysis confirms that the project will not have a cumulative impact on the New River Basin and the EMB credit purchase would fully offset the impacts of the proposed project.
- The surrounding conservation areas, including the FPL easement along Port Everglades, West Lake Park/Anne Kolb Nature Center and Snyder Park, provide biodiversity, habitat connectivity and ample space for nesting and foraging of migratory species.
- Regarding the Regional Climate Change Action Plan, a majority of the recommendations are not intended for the private sector and do not pertain to this project.
- The stormwater management plan will consist of drainage wells and an exfiltration trench to meet water quality and quantity requirements. The drainage wells have been revised to a pressurized well system to account for sea level rise within the area. Stormwater runoff will be infiltrated into a shallow aquifer or into a deeper aquifer using the drainage wells.

See Attachments 12 and 13.

The additional information noted in Attachments 12 and 13 was distributed to the County review agencies for consideration. Planning Council staff has confirmed that the review agencies' initial comments remain unchanged, and no further comments have been issued.

SECTION IV
AMENDMENT REPORT
PROPOSED AMENDMENT PCNRM 24-3

PLANNING COUNCIL STAFF ANALYSIS AND RECOMMENDATION

The subject application is for the removal of approximately 3.5 acres of the overall 21.0-acre ESL Site 97 / Map Label 136, and is a natural area and is surrounded by natural areas with the exception of an existing warehouse to the west. This site has been depicted on the Environmentally Sensitive Lands Map (Map) of the BrowardNext – Broward County Land Use Plan (BCLUP) Natural Resource Map Series since its initial adoption in 1989.

Planning Council staff and County review agencies find that the amendment site has a predominance of native, mature red and black mangroves which provide nursery, roosting, foraging and refuge habitat for many species. The site is also hydrologically and tidally connected to the surrounding mangrove wetlands and the Dania Cut-off Canal. In addition, the site is located entirely within an area prioritized for resilience planning consideration, as indicated on the Priority Planning Area for Sea Level Rise Map, and is therefore, prone to flooding and saltwater intrusion.

Planning Council staff analysis of the BCLUP Highlighted Regional Issues, Climate Change Resilience Vision and World-Class Natural Resource Protection and Enhancement Vision sets the foundation for the recognition of the unique natural resources found in Broward County. The following Strategies should be considered in the planning analysis:

1. Strategy CCR-2: Increase the resilience of our community to the effects of climate change.
    a. Implementation strategies include: In coordination with municipalities, adopting land use regulations to limit development and redevelopment in areas particularly vulnerable to flooding due to sea level rise, stormwater inundation, and other impacts of climate change.
2. Strategy EP-3: Preserve and protect Broward County's natural environment through County and local environmental regulatory programs and well-planned patterns of growth and development.
    a. Implementation strategies include: Acquire, protect, preserve and enhance Local Areas of Particular Concern.

In addition to the referenced Strategies, Planning Council staff finds that although the property is privately held and controlled, the Policies and Recommended Practices included in **Attachment 6** are applicable and should be considered in the examination of the proposed amendment.

PLANNING COUNCIL STAFF ANALYSIS AND RECOMMENDATION (continued)

The applicant has indicated that the overall impact to the surrounding 160 acres of wetlands will be minimal due to the preservation and enhancement of 1.29 acres of mangrove habitat/wetlands to allow hydrological flow to continue through the area. The project's stormwater management plan will be sufficient to meet all water quality and quantity requirements, including sea level rise projections. Further, a mitigation credit from the Everglades Mitigation Bank (EMB) will be purchased and will provide regional ecological value and result in a significantly higher value habitat than the subject site.

Planning Council staff is unable to support the proposed amendment based on the aforementioned review agency comments and due to concerns regarding sea level rise, stormwater management and the protection of natural resources, including wetlands and mangroves, consistent with several BCLUP Policies.

SECTION V
AMENDMENT REPORT
PROPOSED AMENDMENT PCNRM 24-3

ATTACHMENTS

1. Applicant's Rationale with Project and Preliminary Environmental Assessment Summaries

2. Correspondence from Ana M. Garcia, ICMA-CM, City Manager, City of Dania Beach, to Deanne Von Stetina, AICP, Assistant Executive Director, Broward County Planning Council, dated May 21, 2024

3. Broward County Urban Planning Division Report of February 14, 2024

4. Broward County Resilient Environment Department Report of February 23, 2024

5. Broward County Environmental Permitting Division Report of February 27, 2024

6. BrowardNext - Broward County Land Use Plan Highlighted Regional Issues, Policies, Implementation Requirements and Procedures, and Recommended Practices Relevant to Proposed Amendment

7. Applicant Response Regarding Broward County Urban Planning Division Comments

8. Applicant Response Regarding Broward County Resilient Environment Department Comments

9. Applicant Response Regarding Broward County Resilient Environment Department Comments

10. Updated Broward County Environmental Permitting Division Report of August 6, 2024

11. Updated Broward County Resilient Environment Department Report of August 13, 2024

12. Applicant Response Regarding Updated Broward County Resilient Environment Department Comments

13. Applicant Response Regarding Updated Broward County Resilient Environment Department Comments

ATTACHMENT 1

NSU Port Parcel
Broward County Planning Council Application for
Amendments to the Environmentally Sensitive Lands Map
TCG Project No. 14-0080.002

1. TRANSMITTAL INFORMATION
   A. Letter from applicant, agent or property owner requesting that the Planning Council process an amendment to the Environmentally Sensitive Lands Map of the Broward County Land Use Plan.

      Response: Agent's Letter is the first page of this Application

   B. Letter from municipal mayor or manager indicating the local government's position on the proposed amendment to be provided no later than 21 days prior to the first Planning Council scheduled public hearing.

      Response: Letter from Dania Beach Mayor will be provided in advance of the first Planning Council Public Hearing

   C. Name, title, address, telephone number and e-mail address of the municipal contact person.

      Corinne Lajoie, AICP, Community Development Director
      City of Dania Beach
      100 W. Dania Beach Blvd.
      Dania Beach, FL 33004

2. APPLICANT INFORMATION
   A. Name, title, address, telephone number and e-mail address of the applicant.

      Port 1850 LLC
      Shlomo Melloul, Managing Member
      67 N Federal Highway
      Dania Beach, FL 33304
      shlomo@bananasplitusa.com

   B. Name, title, address, telephone number and e-mail address of the agent.

      Edwin J. Stacker, Esq.
      Shutts & Bowen LLP
      201 East Las Olas Blvd., Suite 2200
      Fort Lauderdale, FL 33301
      Tel: (954) 847-3839
      estacker@shutts.com

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C. Name, title, address, telephone number and e-mail address of the property owner.

Port 1850 LLC
Shlomo Melloul, Managing Member
67 N Federal Highway
Dania Beach, FL 33304
shlomo@bananasplitusa.com

D. Applicant's rationale for the amendment.

Rationale: The proposed project consists of the construction of a commercial warehouse in Broward County in close proximity to Port Everglades to fill a need for the operation of the Port. The feasibility of the project depends on the proximity to the Port, proximity to major highways (i.e. I-595 and I-95), parcel size, parcel availability/acquisition costs, and city zoning and setback requirements. There are limited undeveloped parcels that meet the criteria needed to ensure a feasible and viable project. Approximately 3.47 acres of the site is located within the LAPC designation and approximately 4.21 acres of mangrove wetlands exist on site. Of the total 4.21 acres, 1.29 acres will be preserved on site. The wetlands preserved on site will be located on the eastern portion of the parcel to conserve the hydrologic connection to the surrounding wetlands on the undeveloped parcels. The wetlands preserved on site will also be enhanced through the removal of invasive/nonnative species and will be placed under a conservation easement. In addition to the preservation and enhancement of wetlands on site, a credit purchase from the Everglades Mitigation Bank will be made. The existing wetland has been degraded and the habitat value is rapidly diminishing because of the invasion of exotic vegetation and the deterioration caused by the industrial development in the surrounding area. In addition, similar parcels containing contiguous forested wetlands, as opposed to isolated depressional wetlands, are not common within the New River drainage basin. Given the relative lack of privately-owned parcels with existing mangrove wetlands onsite, impacts to small, isolated wetlands on subject sites would not result in a large loss of wetland acreage within the ecosystem. The wetlands located onsite provide little function to the watershed due to the poor quality of the wetlands. The purchase of credits from the offsite permitted Everglades Mitigation Bank will offset any existing wetland function and will not result in any adverse cumulative impacts within the New River drainage basin.

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3. AMENDMENT SITE DESCRIPTION
   A. Concise written description of the general boundaries and gross acreage (as defined by the BCLUP) of the proposed amendment.

      Response: The proposed NSU Port Parcel project consists of the construction of a commercial warehouse with required parking, drainage and associated infrastructure. The project site consists of a 5.11-acre vacant property located east of NE 7th Avenue and west of an existing Florida Power and Light transmission easement in Dania Beach, Broward County, Florida, more specifically identified as Broward County Folio No. 5042-26-00-0021. The parcel is 662.69' long by 335.96' wide and is surrounded by undeveloped parcels to the north, east, and south, which are owned by Broward County, having been purchased in 1997 – 1998, and commercial properties to the west. The majority of the property consists of mangrove wetlands on the east side of the property with a fringe of disturbed uplands on the west side. Local Area of Particular Concern Site 97 runs directly through the center of the site, encompassing a portion of the mangrove wetlands on site and surface waters. LAPC Site 97 included approximately 3.47 acres of the subject site (310' wide by 335.96' long).

   B. Original sealed survey, including legal description. (Digital scans are not acceptable.)

      Signed and sealed Survey is attached as Exhibit "A"

   C. Aerial photograph.

      Please see attached location map attached as composite Exhibit "B"

   D. Recorded plat(s), if applicable.

      Response: The Property is un-platted

4. EXISTING AND PROPOSED USES
   A. Existing use of amendment site and adjacent areas. Provide cross-sections of the existing conditions on the subject site.

      Response: The existing Subject Site is an undeveloped parcel. The adjacent parcels to the north, east, and south are also undeveloped. The subject site is zoned IG (General Industrial) through the City of Dania Beach and has a land use of vacant industrial through Broward County. The adjacent parcel to the west is a commercial property that is zoned IRO (Industrial-Research-Office) through the City of Dania

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Beach and has a land use of warehousing, distribution terminals, trucking terminals, van & storage warehousing through Broward County. Please see composite Exhibit "C".

B. Proposed use of the amendment site including proposed square footage for each non-residential use and/or dwelling unit count. Provide draft cross-sections of post-development conditions on the subject site.

Response: The proposed use of the subject site is commercial warehouse. The commercial warehouse will consist of a 62,340 sq. ft. building with associated parking. Approximately 1.29 acres of wetlands on site will be preserved and placed under a conservation easement. Please see attached plan set with aerial and cross sectional views of existing and proposed conditions. Please see composite Exhibit "C".

5. LAPC CATEGORIES
Indicate if the amendment site contains resources or characteristics of Local Areas of Particular Concern (LAPC) as described in the Implementation Requirements and Procedures section of the Broward County Land Use Plan.

A. Marine Resources

Coastal areas of unique, scarce, fragile, or vulnerable natural habitat, physical features and scenic importance, or; coastal areas of high natural productivity or essential habitat for fish, wildlife, and the various trophic levels in the food web critical to their well-being, or; coastal areas of substantial recreational value and/or potential, or; areas needed to protect, maintain, or replenish coastal flood plains, coral and other reefs, beaches, offshore sand deposits and mangrove stands.

Response: The Subject Site does not have resources that are unique, scarce, fragile or vulnerable. The 5.11 acre site contains 4.21 acres of mangrove wetland with a fringe of disturbed uplands on the west side. The dominant species on site were red and black mangroves and also consisted of non-native species such as Brazilian pepper, earleaf acacia and Australian pine. The interior of the site displays some evidence of previous alteration, and the site is surrounded by commercial parcels.

B. Natural Landforms and Features

A geological, hydrological, or physiographical feature confined to a small area of Broward County and considered quite rare locally or regionally, or; a representative natural ecosystem and/or its units existing in a few isolated locations, but extirpated from most of the county.

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Response: No locally or regionally rare geological, hydrological, or physiological features are present on site. Overall, the majority of existing mangrove wetlands within Broward County are located east of US-1 within the center of the County, primarily within Broward County's West Lake Park and John U. Lloyd State Park. Additional smaller contiguous areas of existing mangroves are located within Port Everglades, Broward County's Deerfield Island Park, the Bonnet House, Hugh Taylor Birch State Park and the City of Hollywood's Holland Park. Remaining areas of mangroves consist primarily of small mangrove fringes present along existing canals and channelized waterways, including those within South Florida Water Management District right-of-way. These mangrove areas are typically under various forms of site protection, either as conservation easements or within designated park boundaries. Thus, the site is not considered rare locally or regionally. The loss of this low quality, degraded wetland would result in an insignificant loss of wetland function to Broward County.

C. Native Vegetation Communities

(a) A Local Area of Particular Concern (Native Vegetative Communities Category) is an area which shows a predominance of native vegetation associated with one or more of the following ecological communities: Beach and Dune Community; Coastal Strand Forest Community; Mangrove Community (Saltwater Swamp); Scrub Community; Pine Flatwoods Community; High Hammock Community; Low Hammock Community; Cypress Wetland Community (Freshwater Swamp); Ever-glades Community (Freshwater Marsh).

Response: While mangroves are present within the site, the mangroves observed appeared stressed, most likely due to the existing elevations and previous alteration of the site. In addition, exotic Brazilian pepper, Australian Pine, and earleaf acacia are present which make this a low-quality mangrove wetland.

(b) In addition, a Local Area of Particular Concern (Native Vegetative Communities Category) must satisfy at least three of the following criteria:

i. Uniqueness - The site contains a significant sample of rare or endangered species, or, the site is among a small number of sites in Broward County representing a particular ecological community.

Response: The site was surveyed for the potential presence of listed species and/or listed species habitat. Due to the

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developed surroundings, existing vegetative conditions, and use of the eastern portion of the site, the subject area does not provide for roosting or forage habitat by listed species, and any use by such species would likely be only transient in nature. The site is not a highly productive coastal tideland as a low amount of tidal inundation occurs. The site is not used for scientific study or research on wildlife.

ii. Diversity - A significant sample of two or more ecological communities are contained within the site.

Response: Only one ecological community is present, a mangrove wetland.

iii. Low Level of Exotic Invasion - The degree and nature of exotic invasion on the site is such that it can be easily managed or mitigated.

Response: Brazilian pepper, Australian pine, and earleaf acacia are scattered throughout the site and cannot be easily maintained.

iv. Potential for Protection -Ownership patterns, development status and other factors make the resources of a site likely to be successfully protected.

Response: The adjacent properties to the west are continually being developed into commercial properties. The site and the surrounding area are not likely to be protected in the future due to continuing development.

v. Geography - The site has proximity to other resources which would heighten its value as a LAPC (e.g., other ESLs, public parks, waterfront).

Response: Commercial development exists adjacent to the west of the site. Wetlands exist to the north, east, and south and are part of parcels that consist of FP&L transmission lines. In addition, Port Everglades and the Fort Lauderdale/Hollywood International Airport are located in the immediate surrounding area.

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D. Wildlife

Existing wildlife refuges, reserves, and sanctuaries, or; known habitats of rare, threatened, or endangered species or species of special concern, or; major wildlife intensive use areas such as well-developed hammock communities, highly productive coastal tidelands, and mangroves, or; areas used for scientific study and research on wildlife.

Response: The site was surveyed for the potential presence of listed species and/or listed species habitat. Due to the developed surroundings, existing vegetative conditions, and use of the eastern portion of the site, the subject area does not provide for roosting or forage habitat by listed species, and any use by such species would likely be only transient in nature.

E. Economic Resources

Existing ports, marinas, piers, energy resources, and artificial reefs, or; areas noted for specific study and research concerning economic development.

Response: Port Everglades and the Fort Lauderdale/Hollywood International Airport are present in the immediate vicinity of the subject site. No known specific study or research is being conducted concerning the site and economic development.

F. Cultural Resources

Sites designated on the National Register of Historic Places or on the Florida Master Site File, or; sites related to the general development of the local area, region, or State, or; buildings which are significant examples of the architectural design of their period, or; sites associated with the life/lives of important person(s), or social, political, cultural, or economic movements or with historical events, or; archaeological sites which have yielded useful information on the area's past.

Response: No cultural resources are present. The site is not designated on the National Register of Historic Places or on the Florida Master Site File. The Department of Historical Resources reviewed the site as part of the U.S. Army Corps permit process.

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6. ENVIRONMENTAL ANALYSIS

A. An environmental analysis must be provided to determine the proposed amendment's environmental impacts both on-site and to adjacent properties.

Response: Please see attached Cumulative Impact Analysis – see attached Exhibit "D".

B. A proposed mitigation strategy which identifies measures to avoid and/or minimize any potential risks as indicated by the environmental analysis.

Response: Please see attached Mitigation Plan – see attached Exhibit "E".

C. Broward County Environmental Resource License – provide information including the permit number and status of any license related to the proposed amendment site.

Response: An application for an Environmental Resource License has been submitted and is being processed under application no. DF20-1121

D. Federal and/or State Environmental Permits – provide information including the permit number and status of any license related to the proposed amendment site.

Response: Broward County is processing the State Environmental Resource Permit application since the proposed project is located within Broward County's FDEP delegation area. An application for a State 404 Individual Permit application has been submitted and is being processed under application no. 06-0396518-002-SFI.

E. Surface Water Management Plan - indicate if a Plan has been approved by, or an application submitted to, the South Florida Water Management District (SFWMD) and/or any independent drainage district, for the amendment site. Provide information including the permit number and status of any license related to the proposed amendment site.

Response: Stormwater Plans have not yet been submitted to SFWMD or Broward County.

F. Identify the drainage district and drainage systems serving the amendment site, including any planned drainage improvements, including year, funding sources and other relevant information.

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Response: SFWMD and Broward County are the stormwater jurisdictions, but there is no special drainage district.

G. Identify the management of storm water retention on-site, as well as the extent to which the amendment site provided storm water retention to surrounding properties and how potential run-off will be mitigated throughout the affected area.

Response: The stormwater management design for this project consists of 12 drainage wells and 1,790 LF of exfiltration trench to meet water quality and quantity requirements. A pre vs post-development analysis for the 25-year, 3-day storm event will show the post-development discharge does not exceed the pre-development discharge. The 100-year, 3-day storm event will not exceed the Broward County 100-year flood plain of 6.50 NAVD.

7. ANALYSIS OF NATURAL AND HISTORIC RESOURCES
Indicate if the site contains, is located adjacent to or has the potential to impact any of the natural and historic resource(s) listed below, and if so, how they will be protected or mitigated.
   A. Wetlands – describe whether the amendment will impact existing wetlands, lakes or aquifer recharge areas. If so, describe what management practices will be used to protect or mitigate the area's natural features.

Response: Approximately 4.21 acres of mangrove wetlands exist on site. Of the total 4.21 acres, 2.92 acres of wetlands will be impacted and 1.29 acres will be preserved on site. The wetlands preserved on site will be located on the eastern portion of the parcel to conserve the hydrologic connection to the surrounding wetlands on the undeveloped parcels to the north, east, and south. The wetlands preserved on site will also be enhanced through the removal of invasive/nonnative species and will be placed under a conservation easement.

   B. Soils – describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to protect or mitigate the area's natural features.

Response: Filling of the site will be required. During construction, erosion control devices will be installed and maintained such as silt fences to prevent erosion into adjacent wetlands and other surface waters. In addition, retaining walls will be installed on site between the proposed development and adjacent wetlands to serve as a buffer.

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C. "Endangered species," "threatened species," "species of special concern" or "commercially exploited" as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna). If yes, identify the species and show the habitat location on a map.

Response: The project site is located within the Urban Bat Consultation Area for the Florida Bonneted Bat (*Eumops floridanus*). Utilization of the USFWS Consultation Key for the Florida Bonneted Bat requires a Limited Roost Survey which will be conducted and submitted to FWC.

The Eastern Indigo Snake prefer high ground with well-drained sandy soils. They typically inhabit gopher tortoise burrows which also prefer well-drained, sandy soils such as pine sandhills, scrub, pine flatwoods, dry prairies, and coastal dunes. The project proposes impacts to saltwater wetlands which do not consist of sandy soils that Eastern Indigo Snakes inhabit. The proposed project will also use the USFWS most current guidance for Standard Protection Measures for the Eastern Indigo Snake and will impact less than 25 acres of eastern indigo snake habitat. Utilization of the USFWS Consultation Key for the Eastern Indigo Snake results in a Not Likely to Adversely Affect (NLAA) determination.

D. Tree Canopy and Ground Cover, including plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services. If yes, identify the species and show the location on a map.

Response: Please see attached Tree Inventory Report by RES which determined that there were a total of sixty-thee (63) trees within the upland area. All but one tree were species designated as Category I invasives by FLEPPC: Australian pine (*Casuarina equisetifolia*), Brazilian peppertree (*Schinus terebinthifolia*), carrotwood (*Cupaniopsis anacardioides*), and earleaf acacia (*Acacia auriculiformis*). One native, non-invasive tree was identified: Sea grape (*Coccoloba uvifera*). See attached Exhibit "F".

E. Priority Planning Area – indicate whether the amendment is located within a priority planning area. If yes, address Broward County Land Use Plan Policy 2.21.1 regarding sea level rise.

Response: The Subject Site is located within a Priority Planning Area. See attached Exhibit "G".

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POLICY 2.21.1 requires the implementation of "safeguards" relating to future flood risk and sea level rise, and through the permitting process the site will be mitigated by required measures as briefly described in the existing and proposed conditions discussion and as illustrated in the Exhibit referenced in paragraph 4 A and B.

F. Flood Zone Area per the Federal Emergency Management Agency's Flood Insurance Rate Map.

Response: Please see attached FEMA Flood Map. The subject site is located within Zone AE. See attached Exhibit "H".

G. Wellfields – indicate whether the amendment is located within a wellfield protection zone of influence as defined by Broward County Code, Chapter 27, Article 13 "Wellfield Protection." If so, specify the affected zone and any provisions which will be made to protect the wellfield.

Response: The Subject Site is not located within a Wellfield Protection Zone of Influence.

H. Historic sites or districts on the National Register of Historic Places or locally designated historic sites.

Response: The Subject Site has not be designated as a historic site.

I. Archaeological sites listed on the Florida Master Site File.

Response: The site has not been listed as an Archeological site.

J. Local Parks – indicate if the amendment site is utilized to meet the municipal "community parks" requirement, as defined by the Broward County Land Use Plan. If yes, indicate whether the municipality will continue to meet the "community parks" acreage requirement based on its projected build-out population.

Response: The Subject Site has not been utilized to meet the municipal "Community Parks" requirement.

K. Beach Access – indicate if the amendment site fronts the ocean or would impact access to public beaches. If so, describe how public beach access will be addressed.

Response: The subject site is not located adjacent to the ocean and will not impact access to public beaches.

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L. Hurricane Evacuation - indicate if the amendment site is located in a hurricane evacuation zone as identified by the Broward County Emergency Management Division. If yes, provide a hurricane evacuation analysis based on the proposed use of the amendment site, considering the number of permanent and seasonal residential dwelling units requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and clearance times.

Response: The Subject Site is included within the Plan B Hurricane Evacuation Zone. See attached Exhibit "I".

8. INTERGOVERNMENTAL COORDINATION
Indicate whether the proposed amendment site is adjacent to other local governments.

Response: The Subject Site is bounded on the East by the City of Hollywood.

9. PUBLIC OUTREACH
Describe how the applicant and/or local government notified and coordinated with adjacent property owners, master associations, homeowner associations, etc.

Response: The Florida Department of Environmental Protection will send out a public notice to the adjacent neighbors as part of the State 404 Individual Permit application review.

10. DESCRIBE CONSISTENCY WITH HIGHLIGHTED REGIONAL ISSUES AND POLICIES OF THE BROWARD COUNTY LAND USE PLAN

POLICY 2.1.1 Broward County shall maintain a balanced Land Use Plan to implement a regional vision including the provision of essential public services and facilities, as well as enhanced sustainability and livability.

Response: The 5.11 acre site is designated Industrial on the effective Land Use Plan, and is zoned General Industrial (IG) pursuant to the City's Code, which permits uses that are compatible with the existing industrial uses to the west. Since the site is surrounded, on the north, east and south, by vacant lands acquired by Broward County in 1997-98, which lands are unlikely to be developed in the future, this parcel is the eastern-most parcel in Dania Beach in the vicinity which is designated for much-needed industrial development necessary to support the needs of the Port-related activities. The Amendment, if adopted, will enable the development of this site in accordance with safeguards that will result in the provision of additional warehouse use together with an enhancement to the remaining ecological system.

POLICY 2.1.2 The land use categories depicted on the Broward County Land Use Plan Map are intended to protect established residential areas and encourage economic development and redevelopment.

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Response: The proposed Amendment to remove the LAPC designation will facilitate the future warehouse use of this site in an area intended for economic development and the use is compatible with the non-residential uses to the west.

POLICY 2.3.1 Local governments shall employ their local land use plans, zoning ordinances and land development codes to establish differing intensities of commerce development compatible with adjacent and surrounding land uses, including but not limited to lands designated "Commercial," "Industrial" or similar designations by the local land use plan.

POLICY 2.3.2 Local governments shall employ their local land use plans and development regulations to establish appropriate intensity standards for non-residential future land use categories compatible with adjacent existing and future land uses.

Response: The proposed Amendment is consistent with the Policies set out above, inasmuch as with the elimination of the LAPC designation, the City and various environmental agencies will be able to work with the Owner to assure minimal quality development and yet preserve a currently-deteriorating environment that presently exists on site.

PORT

POLICY 2.7.1 Port Everglades shall be developed in a manner which is sensitive to marine and other natural resources, consistent with the goals, objectives and policies of the Port Everglades Master Plan.

POLICY 2.7.2 The Broward County Planning Council shall coordinate with the Port Everglades Department, the Broward County Environmental Protection and Growth Management Department and the Cities of Fort Lauderdale, Dania Beach and Hollywood to ensure compatibility between the Port Everglades Master/Vision Plan, the Broward County Land Use Plan and local land use plans. AIRPORT POLICY 2.8.1 Existing airports and lands committed for airport use shall be designated under the

Response: The proximity of this site to both Port Everglades development, as well as to quality preserved lands under County control to the north, east and south, enables the County to approve the removal of the LAPC designation, without compromising, and, in fact, preserving the intent of the Policies set out above.

ENVIRONMENTALLY SENSITIVE LANDS

POLICY 2.23.1 Natural resources that have been found to comply with the definition of Local Areas of Particular Concern have been identified on a Map of Local Areas of Particular Concern within the Future Broward County Land Use Map Series.

POLICY 2.23.2 Local Areas of Particular Concern are declared to be environmentally sensitive lands and upon adoption of this plan shall be subject to the provisions of the Broward County Land Development Code regarding environmentally sensitive lands.

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POLICY 2.23.3 Broward County shall implement strategies for the protection of Local Areas of Particular Concern and other environmentally sensitive lands such as: acquisition by public or private organizations; establishment of a County trust fund for acquisition; adoption of innovative land development regulations; conservation easements; transfer of development rights; deed restrictions; and restrictive covenants.

POLICY 2.23.4 By 2019, Broward County shall work with Broward's municipalities and interested stakeholders to study and recommend incentives to preserve designated environmentally sensitive lands that are privately controlled.

Response: The removal of the LAPC designation (3.47 acres on a 5.11 acre site) is consistent with the overall Environmentally Sensitive Lands Policies prescribed in Broward Next. The County, numerous years ago, identified lands to be designated, and this parcel, unlike significant acreage contiguous to the north, east and south, was not acquired by the County for preservation purposes. Without getting into the rational for that decision approximately 36 years ago, approving this amendment will now enable the Owner to proceed with limited development of the site, while preserving approximately 1.29 acres of wetlands on site that will be enhanced through the removal of invasive and non-native species. As discussed in the Application, the quality of the wetlands on this site has continued to detreated, and with the adoption of this Amendment, the public interests are furthered through allowing minimal development while preserving and enhancing the remaining wetlands on site.

11. ADDITIONAL SUPPORT DOCUMENTS
    A. Other support documents or summary of support documents on which the proposed amendment is based.

       Response: Additional support documents may be submitted by the Applicant prior to any Public Hearing.

    B. Any proposed voluntary mitigation or draft agreements.

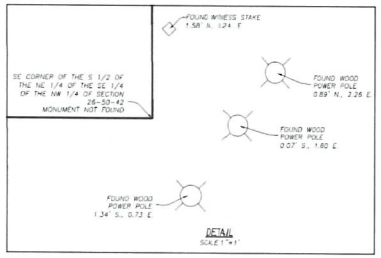
       Response: The Mitigation Plan is attached and referenced in paragraph 6, Environmental Analysis.

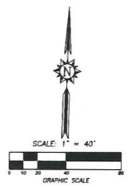
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SKETCH OF TOPOGRAPHIC SURVEY OF: VACANT PARCEL, DANIA BEACH, FLORIDA

LEGEND:

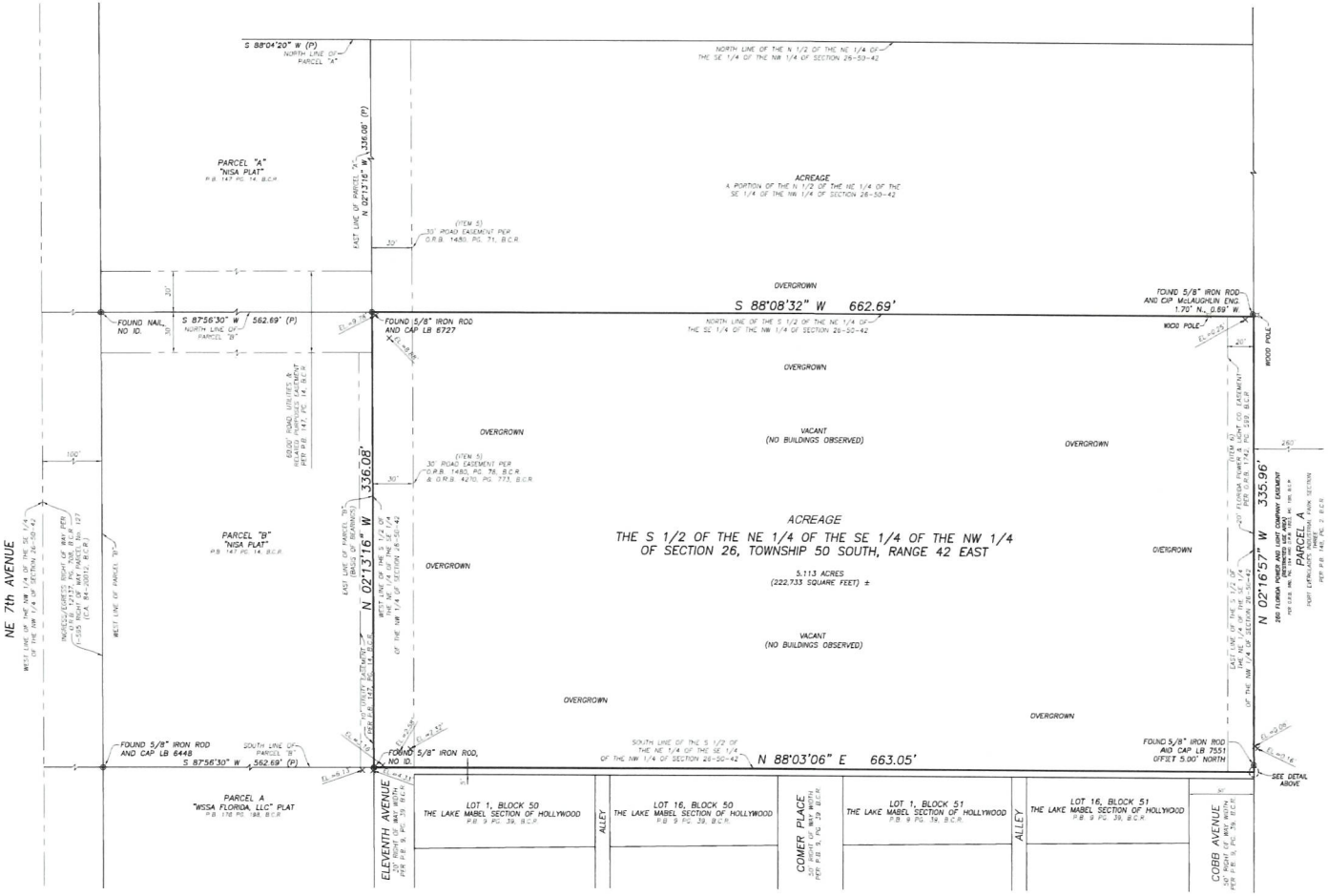
B.C.R.	BROWARD COUNTY RECORDS
L.B.	LICENSED BUSINESS
I.D.	IDENTIFICATION
O.R.B.	OFFICIAL RECORDS BOOK
(C)	CALCULATED
(R)	DENOTES BEARING AND DISTANCE BASED ON RECORD INFORMATION
(P)	DENOTES INFORMATION BASED ON PLATS OF RECORD
P.B.	PLAT BOOK
PG.	PAGE
℄	CENTERLINE
	VIEW 1
	BREAK IN LINE SCALE
12.34	SURFACE ELEVATION
NAVD 88	NORTH AMERICAN VERTICAL DATUM OF 1988







LOCATION MAP
NOT TO SCALE



LEGAL DESCRIPTION:

THE S 1/2 OF THE NE 1/4 OF THE S/E 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 50 SOUTH, RANGE 42 EAST, TOGETHER WITH AN EASEMENT FOR ROAD PURPOSES OVER THE WEST 30 FEET OF THE N 1/2 OF THE NE 1/4 OF THE S/E 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 50 SOUTH, RANGE 42 EAST, SAID LANDS LYING, BEING AND SITUATE IN BROWARD COUNTY, FLORIDA.

SURVEY NOTES:

1. THIS SURVEY REPRESENTS A TOPOGRAPHIC SURVEY AS DEFINED BY STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING, CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODES. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON A PLAT BEARING OF N 2°13'16" W, ALONG THE THE EAST LINE OF PARCEL "B", "NISA PLAT", ACCORING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 147, PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
3. THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE AE, ELEVATION 6' (NORTH AMERICAN VERTICAL DATUM OF 1988) AS SHOWN IN FLOOD INSURANCE RATE MAP NUMBER 12011C 0559 H, COMMUNITY NUMBER 120034, CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA. MAP REVISED DATE: AUGUST 18, 2014.
4. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SHAPE OR SIZE OF THE FEATURE.
5. THE INFORMATION DEPICTED ON THIS SURVEY REPRESENTS THE RESULTS OF A FIELD SURVEY ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS A REPRESENTATION OF THE GENERAL CONDITIONS EXISTING AT THAT TIME.
6. THE SURVEYOR DID NOT INSPECT THE PROPERTY SHOWN HEREON FOR ENVIRONMENTAL HAZARDS.
7. OWNERSHIP OF WALLS OR FENCES WAS NOT DETERMINED.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. THE PROPERTY SHOWN HEREON CONTAINS 5.113 ACRES (222,733 SQUARE FEET), MORE OR LESS.
10. SUBSURFACE UTILITIES, FOUNDATIONS AND ENCROACHMENTS WERE NOT LOCATED AND ARE NOT SHOWN HEREON. THIS SITE COULD HAVE UNDERGROUND INSTALLATIONS THAT ARE NOT SHOWN HEREON. BEFORE DESIGN, CONSTRUCTION OR EXCAVATION, CONTACT SUNSHINE STATE ONE CALL OF FLORIDA (1-800-432-4770) AND THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION OF UTILITIES. THIS SURVEY IS LIMITED TO ABOVEGROUND FEATURES ONLY.
11. THERE ARE NO EXISTING BUILDINGS WITHIN THE SURVEYED PARCEL.
12. PONDS, DIRT ROADS, TREES, HEDGES, ORNAMENTAL PLANTS, IRRIGATION LINES, WELLS AND SPRINKLERS HEADS (IF ANY), NOT LOCATED OR SHOWN HEREON.
13. THE INFORMATION CONTAINED IN THIS DOCUMENT WAS PREPARED BY ECS LAND SURVEYORS, INC. ECS HAS TAKEN ALL REASONABLE STEPS TO ENSURE THE ACCURACY OF THIS DOCUMENT. WE CANNOT GUARANTEE THAT ALTERATIONS AND/OR MODIFICATIONS WILL NOT BE MADE BY OTHERS AFTER IT LEAVES OUR POSSESSION. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY (WHICH BEARS THE RAISED SURVEYOR'S CERTIFICATION SEAL IF APPLICABLE) TO ENSURE THE ACCURACY OF THE INFORMATION CONTAINED HEREON AND TO FURTHER ENSURE THAT ALTERATIONS AND/OR MODIFICATIONS HAVE NOT BEEN MADE. ECS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACCURACY OF THE INFORMATION CONTAINED IN THIS OR ANY DOCUMENT TRANSMITTED OR REVIEWED BY COMPUTER OR OTHER ELECTRONIC MEANS. CONTACT ECS DIRECTLY FOR VERIFICATION OF ACCURACY.
14. THE ELEVATIONS SHOWN HEREON WERE OBTAINED WITH RTK GPS EQUIPMENT CONNECTED TO A GPS CONTROL NETWORK AND REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). THE ELEVATIONS HAVE A VERTICAL ACCURACY OF 0.10' ±.

THIS SURVEY IS CERTIFIED TO:

PORT 1850 LLC, A FLORIDA LIMITED LIABILITY COMPANY.

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS TOPOGRAPHIC SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Digitally signed by Javier De La Rocha
Date: 2020.03.20 10:01:27 -04'00'

JAVIER DE LA ROCHA
PROFESSIONAL SURVEYOR AND MAPPER NO. 6080
STATE OF FLORIDA

ECS LAND SURVEYORS, INC. LB 7551
email: javier@ecssurveyors.com

TELEPHONE NO. 561-314-0769 FAX NO 561-314-0770
ECS LAND SURVEYORS, INC.
3460 FAIRLANE FARMS ROAD, SUITE 6, WELLINGTON, FL 33414

SKETCH OF TOPOGRAPHIC SURVEY
A PORTION OF THE SE 1/4 OF THE NW 1/4 OF SECTION 26-50-42 TOWNSHIP 50 SOUTH, RANGE 42 EAST
BROWARD COUNTY, FLORIDA
DANIA BEACH, FLORIDA

CLIENT: PORT 1850 LLC
DATE: 08/29/19
DRAWN BY: J.E.C.
CHECKED BY: J.D.L.R.
LAST FIELD DATE: 08/29/19

JOB NO.
ECS1133
TASK_3

SHEET NO.
01 OF 01



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- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys
- Tree Surveys/Appraisals

NSU PORT PARCEL

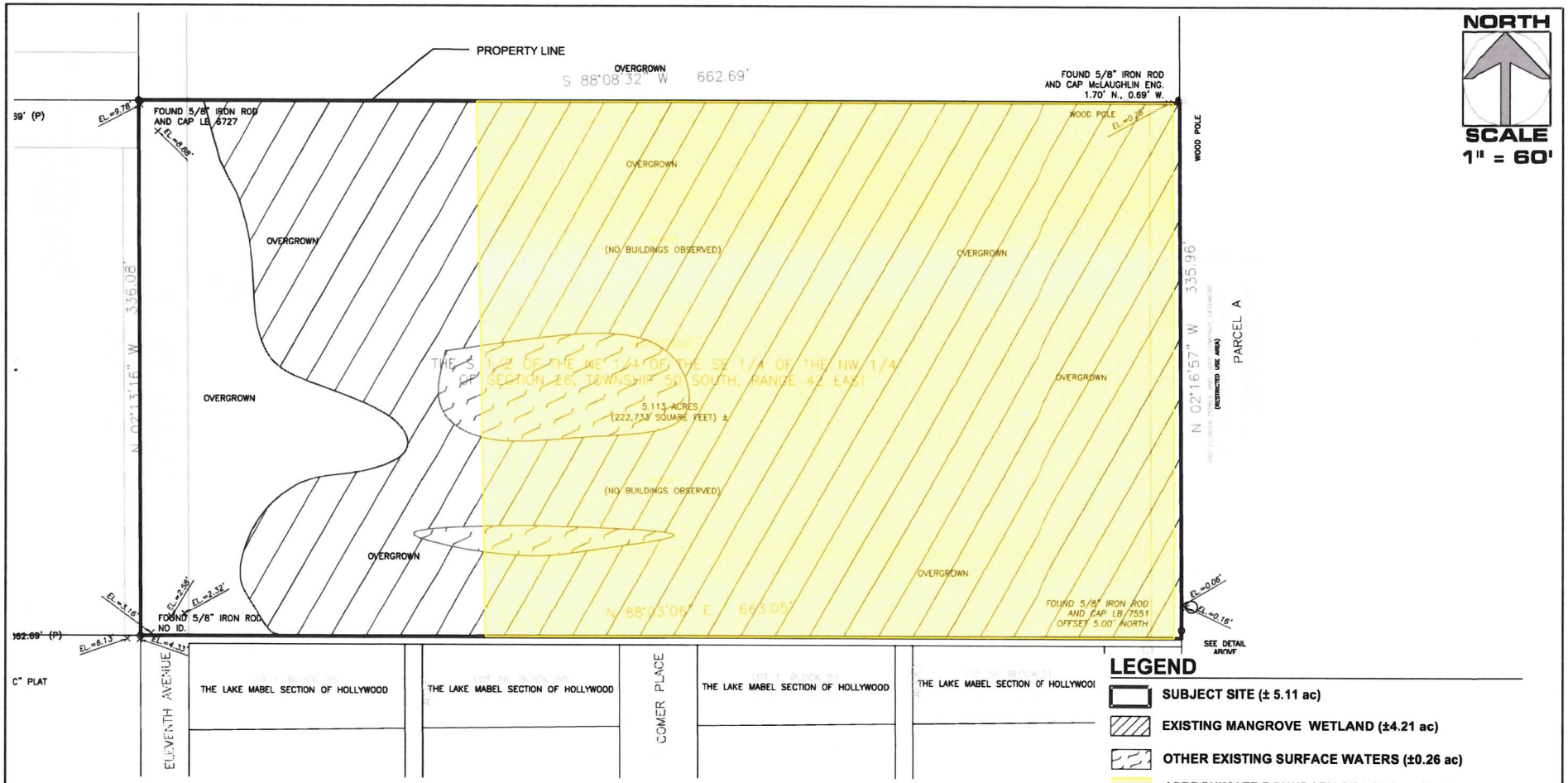
PREPARED FOR:
SHLOMO MELLOUL

FIGURE 1 - LOCATION MAP

Date:	Sheet :	of :
11/7/2022	1	1
Proj No.: 14-0080.002		

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ELLER DR RAMP
I595 RAMP
EXIT RAMP
ACCESS RD
I595/ELLER DR
NE 7TH AVE
97
1.661751
3.473837
LINK



NOTES:

1. BOUNDARY AND TOPOGRAPHIC SURVEY PROVIDED BY ECS LAND SURVEYORS, INC. SURVEY CONDUCTED 3-20-2020. ELEVATIONS IN NAVD.
2. EXISTING WETLANDS PREVIOUSLY DELINEATED BY TCG 9-13-19

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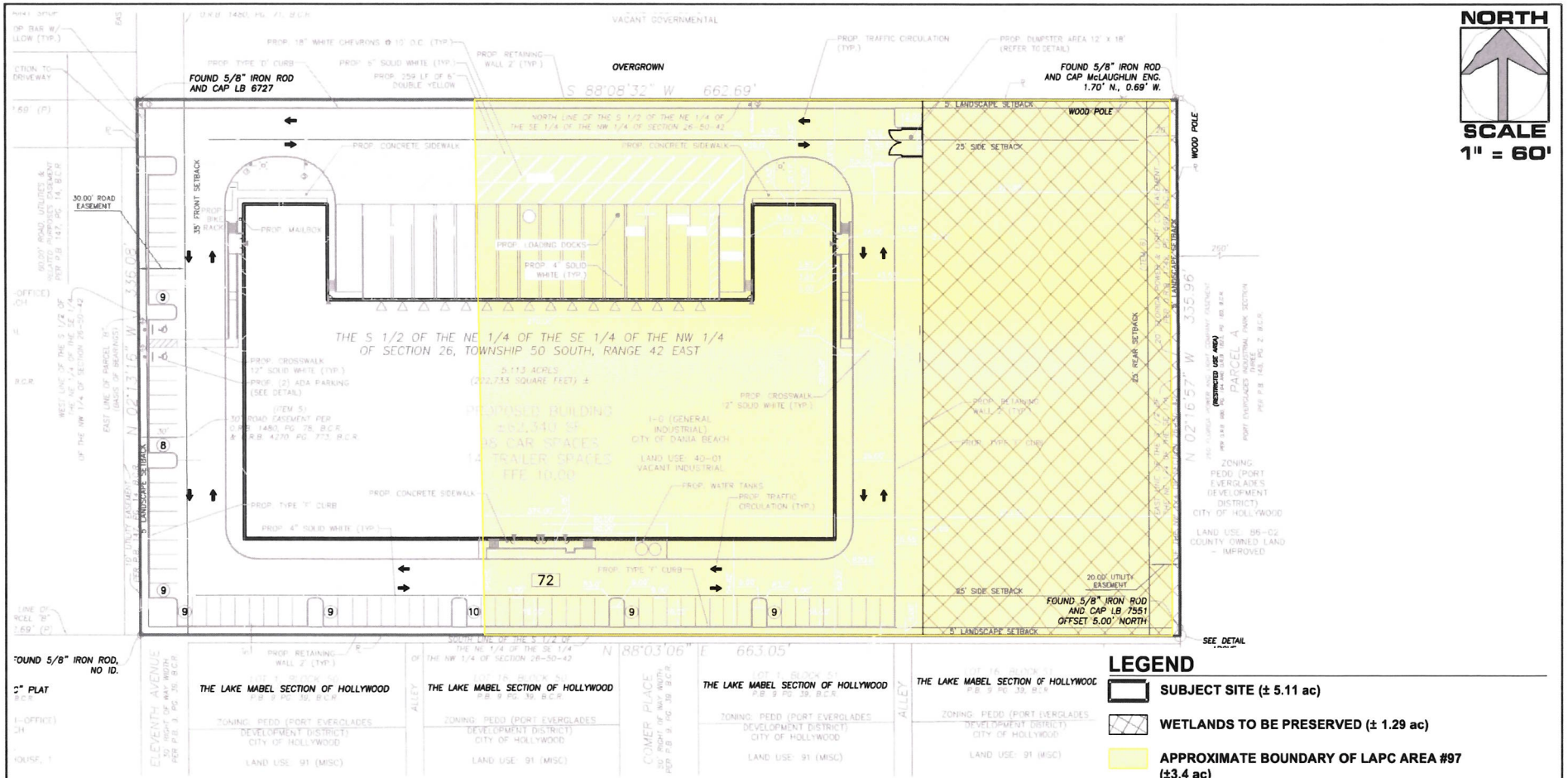
- *Environmental Consultants*
- *Marina & Wetland Permitting*
- *Mitigation Design & Monitoring*
- *T&E Species Surveys*
- *Tree Surveys/Appraisals*

NSU PORT PARCEL

PREPARED FOR:
SHLOMO MELLOUL

LAPC EXHIBIT

Date:	Sheet :	of :
2/2/2024	1	2
Proj No.: 14-0080.002		



LEGEND

- SUBJECT SITE (± 5.11 ac)
- WETLANDS TO BE PRESERVED (± 1.29 ac)
- APPROXIMATE BOUNDARY OF LAPC AREA #97 (±3.4 ac)

NOTES:

1. SITE PLAN PROVIDED BY LANGAN ENGINEERING.
2. BOUNDARY AND TOPOGRAPHIC SURVEY PROVIDED BY ECS LAND SURVEYORS, INC. SURVEY CONDUCTED 3-20-2020. ELEVATIONS IN NAVD.
3. EXISTING WETLANDS PREVIOUSLY DELINEATED BY TCG 9-13-19

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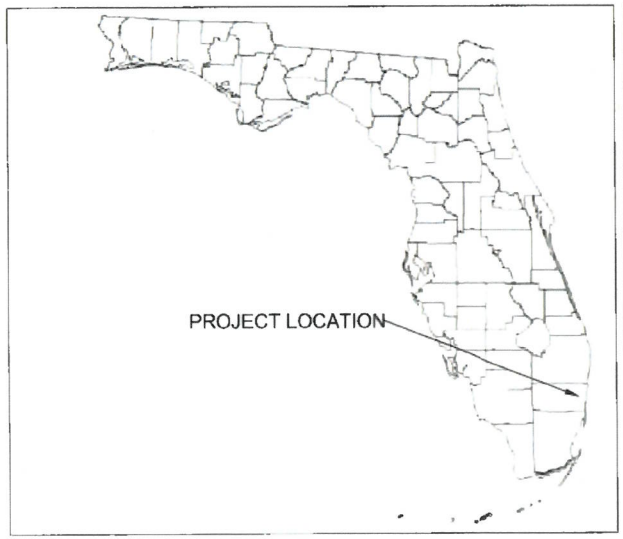
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SHLOMO MELLOUL

LAPC EXHIBIT

Date:	Sheet :	of :
2/2/2024	2	2
Proj No.: 14-0080.002		

NSU PORT PARCEL
CITY OF DANIA BEACH
PLAN SET



LOCATION MAP (N.T.S.)

DRAWING INDEX

SHEET 1: COVER

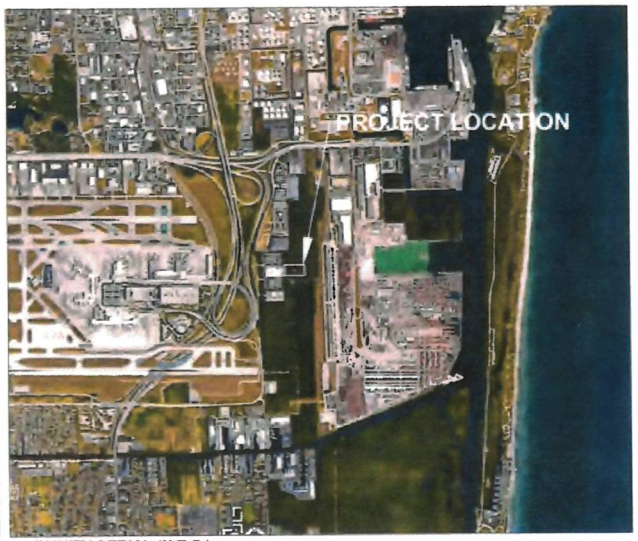
SHEET 2: EXISTING CONDITIONS

SHEET 3: DREDGE/FILL PLAN

SHEET 4: PROPOSED CONDITIONS

SHEET 5: SECTION A

SHEET 6: SECTION B



VICINITY AERIAL (N.T.S.)

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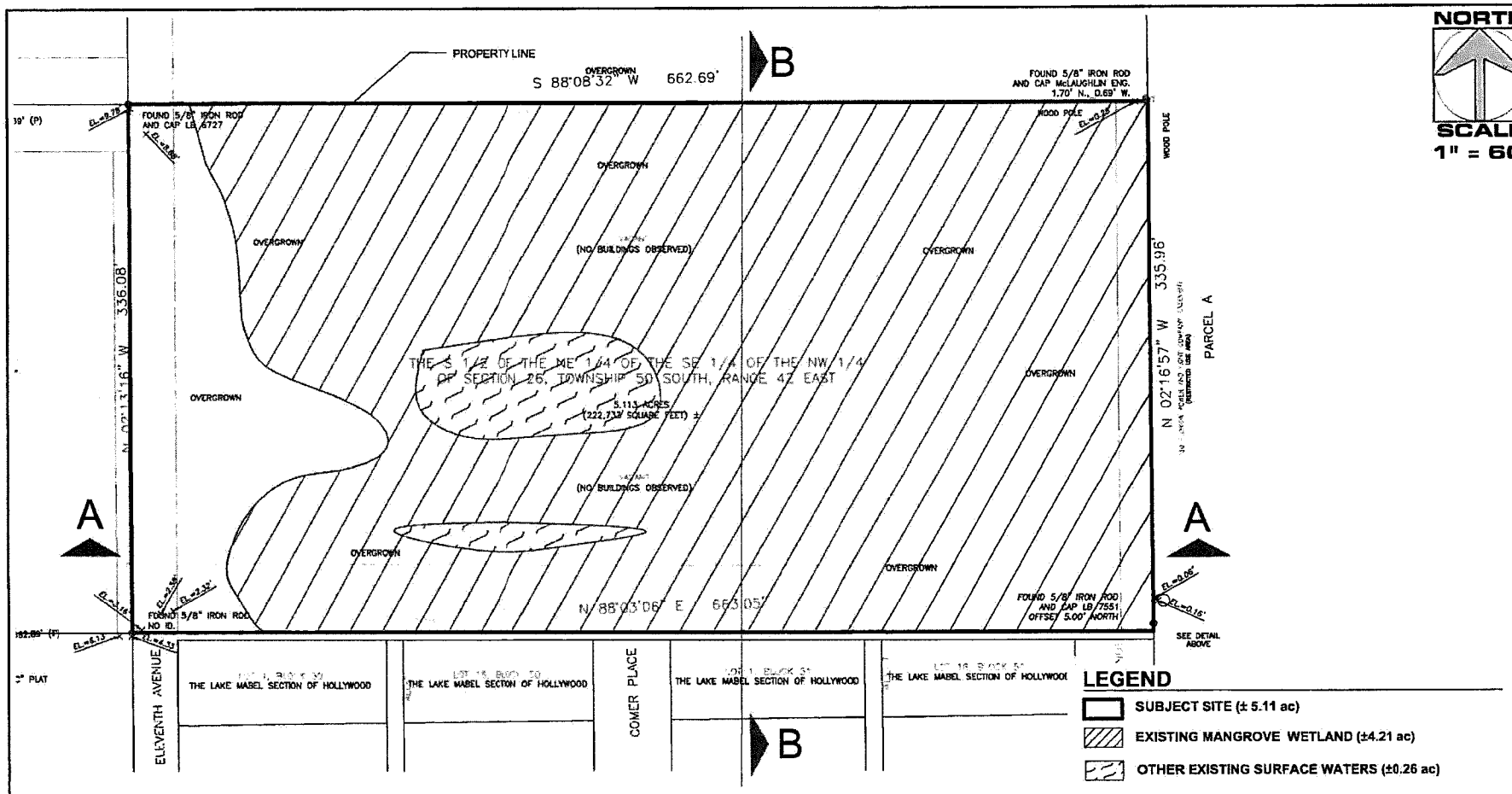
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PREPARED FOR:
SHLOMO MELLOUL

COVER

Date:	Sheet	of
7/12/2023	1	6
Proj No.: 14-0080.002		



LEGEND

- SUBJECT SITE (± 5.11 ac)
- EXISTING MANGROVE WETLAND (±4.21 ac)
- OTHER EXISTING SURFACE WATERS (±0.26 ac)

NOTES:

1. BOUNDARY AND TOPOGRAPHIC SURVEY PROVIDED BY ECS LAND SURVEYORS, INC. SURVEY CONDUCTED 3-20-2020. ELEVATIONS IN NAVD.
2. EXISTING WETLANDS PREVIOUSLY DELINEATED BY TCG 9-13-19

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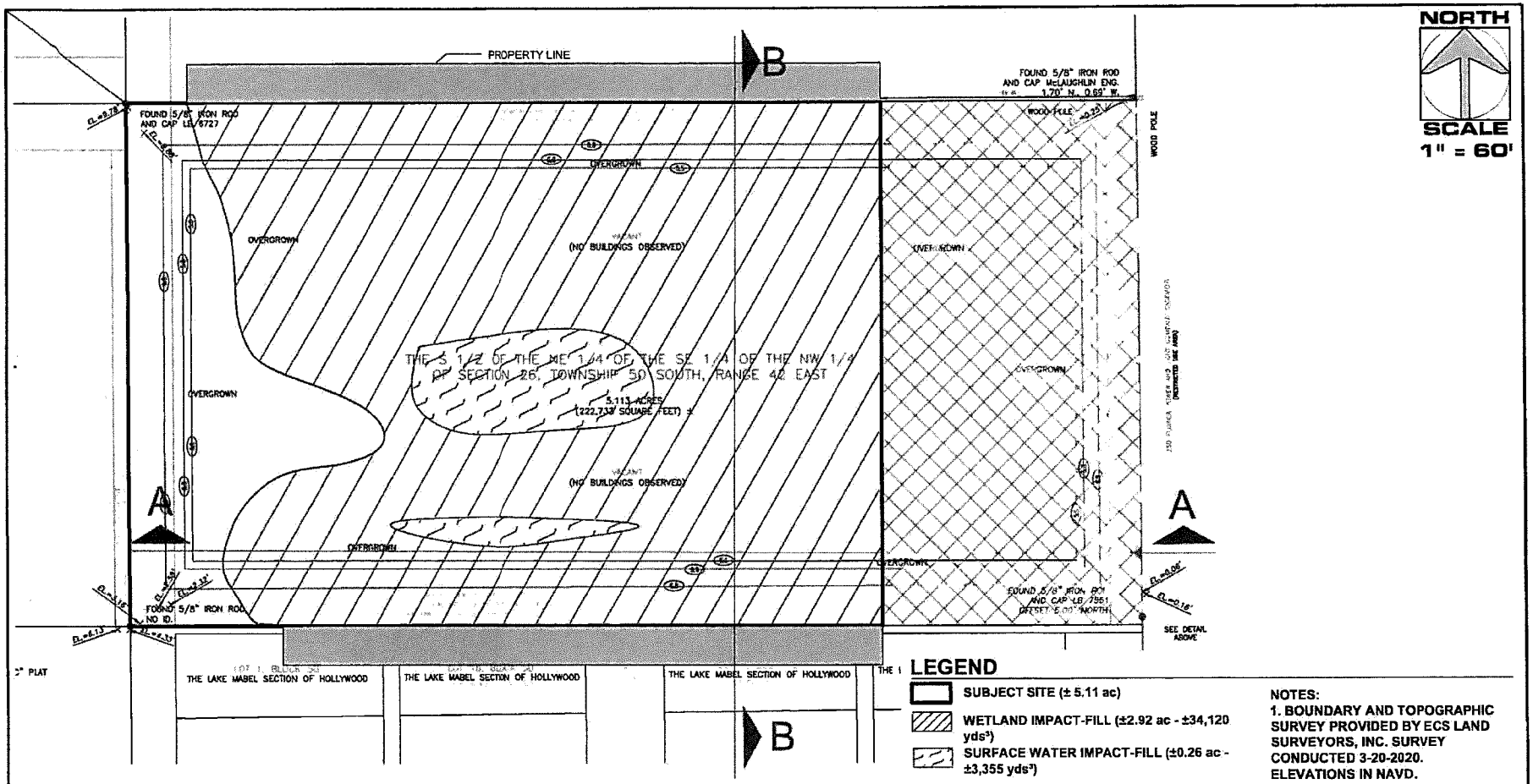
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EXISTING CONDITIONS

Date:	Sheet:	of:
7/12/2023	2	6
Proj No.: 14-0080.002		



LEGEND

- SUBJECT SITE (± 5.11 ac)
- WETLAND IMPACT-FILL (±2.92 ac - ±34,120 yds³)
- SURFACE WATER IMPACT-FILL (±0.26 ac - ±3,355 yds³)
- WETLANDS TO BE PRESERVED (± 1.29 ac)
- PROPOSED SECONDARY IMPACTS (± 0.49 ac)

NOTES:

1. BOUNDARY AND TOPOGRAPHIC SURVEY PROVIDED BY ECS LAND SURVEYORS, INC. SURVEY CONDUCTED 3-20-2020. ELEVATIONS IN NAVD.
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3. FILL QUANTITY (yds³) ESTIMATE FOR PERMIT PURPOSES ONLY

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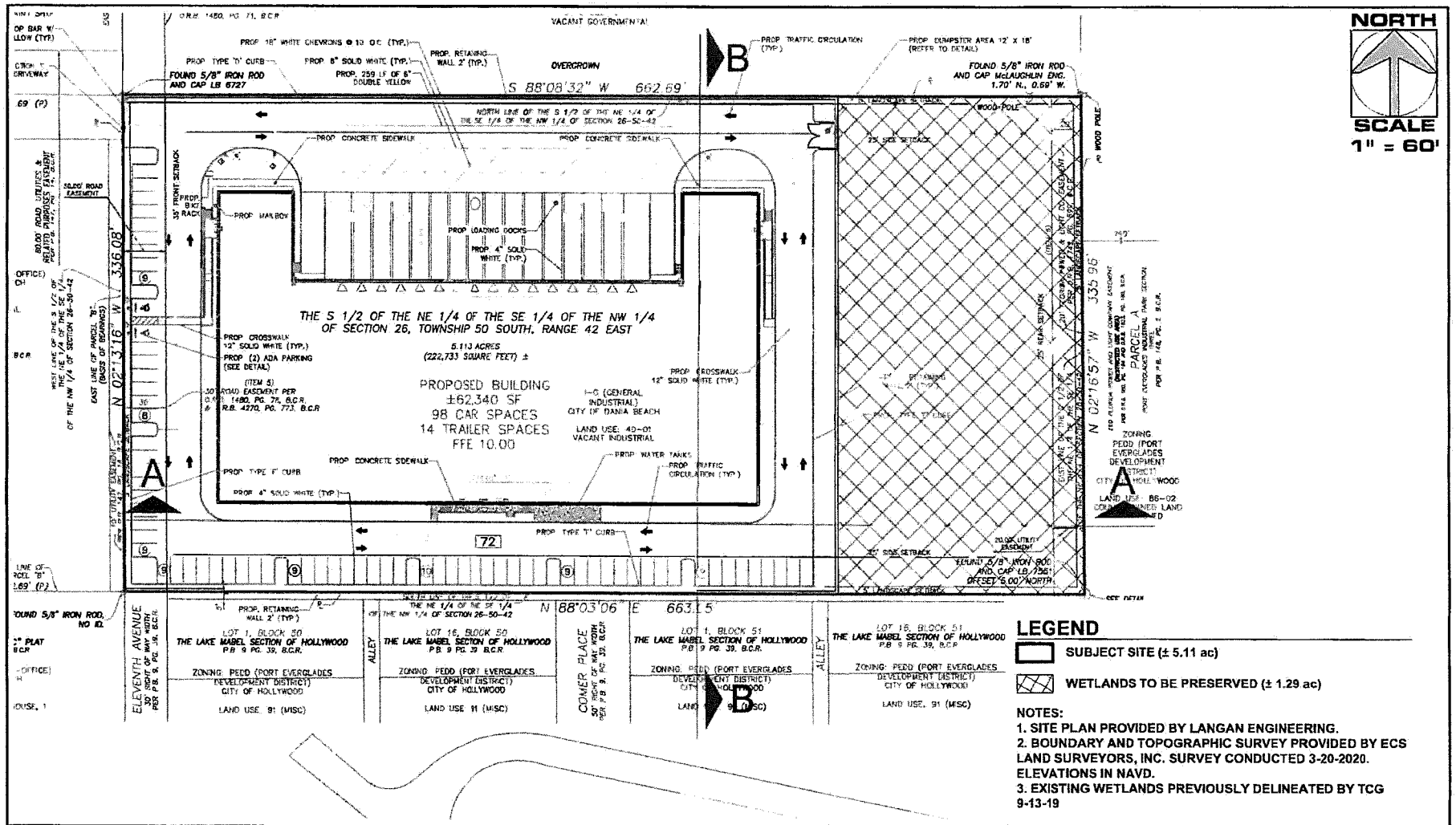
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DREDGE & FILL PLAN

Date:	Sheet:	of:
7/12/2023	3	6
Proj No.: 14-0080.002		



LEGEND

- SUBJECT SITE (± 5.11 ac)
- WETLANDS TO BE PRESERVED (± 1.29 ac)

NOTES:

1. SITE PLAN PROVIDED BY LANGAN ENGINEERING.
2. BOUNDARY AND TOPOGRAPHIC SURVEY PROVIDED BY ECS LAND SURVEYORS, INC. SURVEY CONDUCTED 3-20-2020. ELEVATIONS IN NAVD.
3. EXISTING WETLANDS PREVIOUSLY DELINEATED BY TCG 9-13-19

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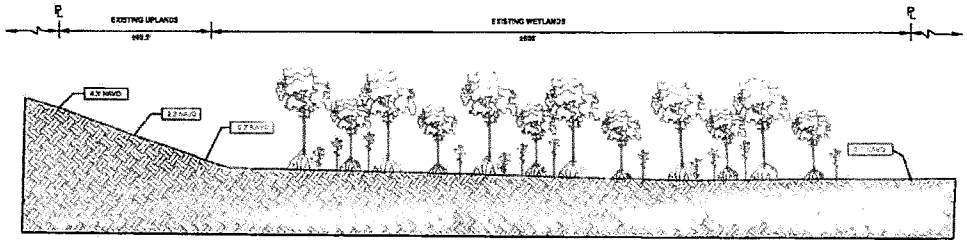
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PROPOSED CONDITIONS

Date:	Sheet:	of:
7/12/2023	4	6
Proj No.: 14-0080.002		

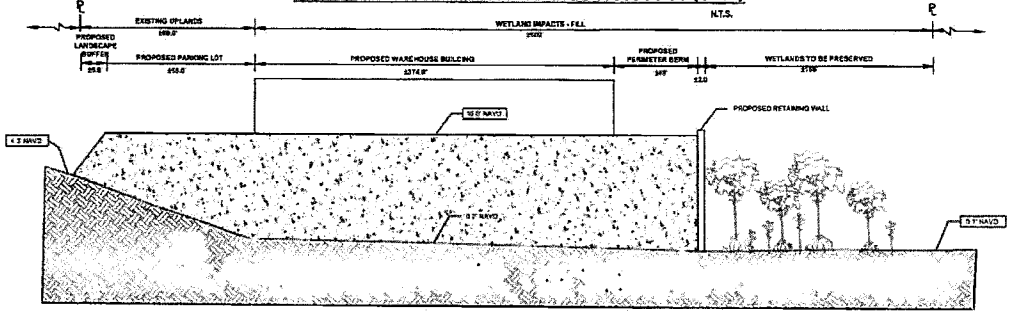
EXISTING CONDITIONS SECTION A-A (TYP.)

N.T.S.



PROPOSED CONDITIONS SECTION A-A (TYP.)

N.T.S.



LEGEND

- EXISTING SUBSTRATE
- WETLAND IMPACT-FILL (±34,120 yds³)

*NOTE FILL QUANTITY (yds³) ESTIMATE FOR PERMIT PURPOSES ONLY

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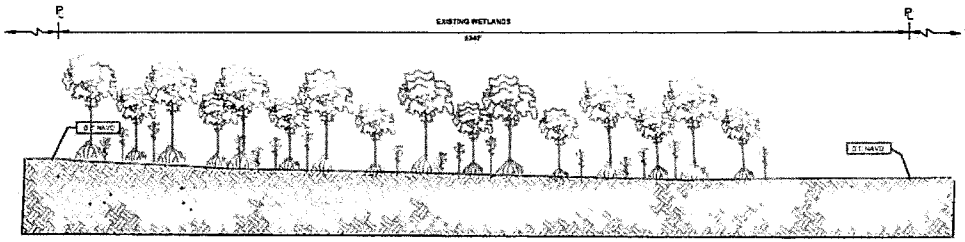
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SECTION A

Date:	Sheet:	of:
7/12/2023	5	6
Proj No.: 14-0080.002		

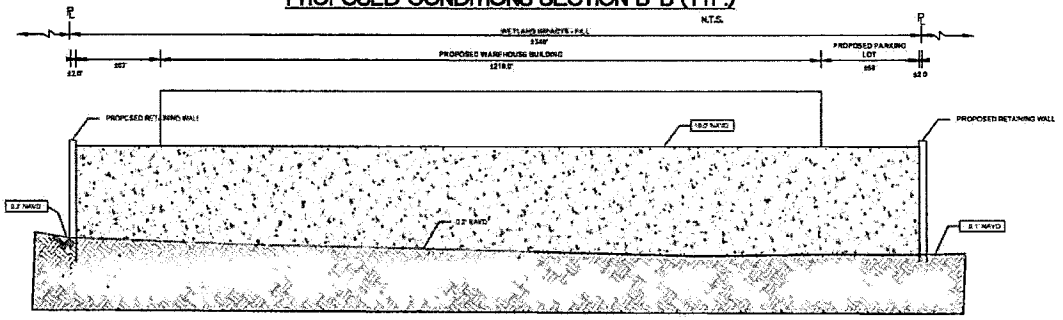
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N.T.S.



PROPOSED CONDITIONS SECTION B-B (TYP.)

N.T.S.



LEGEND

- EXISTING SUBSTRATE
- WETLAND IMPACT-FILL (±34,120 yds³)

*NOTE FILL QUANTITY (yds³) ESTIMATE FOR PERMIT PURPOSES ONLY

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SECTION B

Date:	Sheet	of
7/12/2023	6	6
Proj No.: 14-0080.002		

CUMULATIVE IMPACT ANALYSIS

FOR

NSU PORT PROPERTY

BCEPGMD ERL APPLICATION NO. DF20-1121
404 APPLICATION NO. 06-396518-001-SFI
TCG Project No. 14-0080.002

Prepared for

Shlomo Melloul

August 2023

Prepared by
The Chappell Group, Inc.
714 East McNab Road
Pompano Beach, FL 33060
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Table of Contents

I. Site Description

II. Wetland Impacts

III. Wildlife Utilization

IV. New River Drainage Basin

V. Mitigation

VI. Conclusion

Appendices

Location Map Figure 1

Data Analysis Map Figure 2

Everglades Mitigation Bank Service Area Appendix A

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I. SITE DESCRIPTION

Since the mitigation for the proposed project is not located within the same basin as the wetland impacts, a cumulative impact analysis was conducted of the disturbed mangrove wetlands within the New River Basin pursuant to Rule 10.2.8 of Volume I of the Basis of Review. The analysis was conducted on the existing ±5.11-acre parcel located east of NE 7th Avenue and west of an existing Florida Power and Light transmission easement in Dania Beach, Broward County, Florida (Figure 1). The site was investigated to identify native vegetative communities, determine viability of indigent habitats, and note the presence or absence of threatened or endangered species as listed by the U.S. Fish and Wildlife Service, Florida Game and Fresh Water Commission (FGFWCFC), and the Florida Department of Agriculture.

The subject site is bordered on the north and south by undeveloped parcels, on the east by an existing FPL transmission easement, and on the west by commercially developed areas and roads. While no topographic survey data was available, elevations on-site appeared to average 1-2' below the surrounding developments.

The project site consists mainly of mangrove wetlands with a fringe of disturbed uplands on the west side. Observed vegetation onsite consisted mainly of mangroves with scattered non-native canopy species and groundcovers common to disturbed wetlands and transitional habitats. The dominant species on site were red mangrove (*Rhizophora mangle*) and black mangrove (*Avicennia germinans*). Non-native canopy species present onsite included Brazilian pepper (*Schinus terebinthifolius*), earleaf acacia (*Acacia auriculiformis*) and Australian pine (*Casuarina equisetifolia*). The wetland area contains obligate wetland vegetation and hydric soils with standing water, serving as evidence of wetland hydrology. The interior of the site displays some evidence of previous alteration, with two (2) small open water areas and channelized ditches in the center and western half of the site. Excavated material from these areas is present onsite, with a few linear and curvilinear areas existing at elevations 6-8" above the surroundings. These areas contain transitional and upland vegetation, primarily *C. equisetifolia*, but exist at wetland elevations with wetland soil characteristics.

Overall, based on the observed site conditions, including a review of vegetation and soils onsite, it was determined that the project site consisted mainly of jurisdictional wetlands, with minimal upland areas of disturbed soils and scattered fill along the perimeter of the site. Soils observed during the determination reflected the soils were mainly consistent with Pennsuco silty clay loam, as well as partially Perrine silty clay loam.

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PREPARED FOR:
SHLOMO MELLOUL

FIGURE 1 - LOCATION MAP

Date:	Sheet :	of :
11/2/2021	1	1
Proj No.: 14-0080.002		

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The property contained ±4.21 acres of jurisdictional mangrove wetlands and ±0.26 acres of surface waters that were confirmed by the South Florida Water Management District and Broward County Environmental Protection & Growth Management Department. The applicant is proposing to preserve and enhance ±1.29 acres of mangrove wetlands and the filling of ±2.92 acres of mangrove wetlands with approximately 34,120 cubic yards of fill to create one (1) commercial warehouse with associated parking and infrastructure. Based on the WATER scores, the applicant is proposed to purchase 1.24 credits from the Everglades Mitigation Bank (EMB) to offset direct impacts to 2.92 acres of existing wetlands in addition to the preservation of 1.3 acres of wetlands on site.

II. WETLAND IMPACTS

The proposed project will directly impact 2.92 acres of mangrove wetlands located in the New River drainage basin. The existing wetland contains minimal desirable hydrophytic, overstory, shrub canopy, and ground cover. Hydrological conditions on site depend on the amount of precipitation and the elevation of the groundwater. Conditions were elevated by direct visual observation of surface inundation, soil saturation, and nearby water bodies. The proposed project will not adversely affect the navigation or flow of water or cause erosion or shoaling.

This project is consistent with the existing land use requirements of Broward County and the appropriate municipality and will minimize cumulative impacts within the New River drainage basin. It is our opinion that adverse cumulative impacts will not likely result from the filling of the onsite poor-quality wetland.

III. WILDLIFE UTILIZATION

Several informal surveys of rare, threatened, endangered or species of special concern as listed by the Florida Department of Agriculture, The Florida fish and Wildlife Conservation Commission (FFWCC), and the U.S. Fish and Wildlife Service (USFWS) have been conducted on this property and no wildlife was observed. Based on previous studies of animal population within these communities, the following is a list of probable animal species that could occur on the site:

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Table 1. State and Federally Listed Species that could occur on the subject property.		Protected Species	
Common Name	Scientific Name	State	Federal
Reptiles			
Southern ringneck snake	*Diadophis punctatus*	T	n/a
Eastern indigo snake	*Drymarchon corais couperi*	T	T
Green anole	*Anolis carolinensis*	n/a	n/a
Birds			
Bald eagle	*Haliaeetus leucocephalus*	T	T
wood stork	*Mycteria americana*	T	E
little blue heron	*Egretta caerulea*	SSC	n/a
snowy egret	*Egretta thula*	SSC	n/a
tricolored heron	*Egretta tricolor*	SSC	n/a
Red-cockaded woodpecker	*Picoides borealis*	T	E
Mammals			
Nine banded armadillo	*Dasypus novemcnctus*	n/a	n/a
Amphibian			
Gopher frog	*Rana capito*	SSC	n/a

E = Endangered
T = Threatened
SSC = Species of Special Concern
n/a = Not Listed

From the list of state and federally protected species, no wildlife, rare, threatened, or endangered or species of special concern were observed on the property. The habitat value is rapidly diminishing due to extensive invasion of exotic vegetation and the deterioration caused by development in the surrounding area. In addition, a Florida Bonneted Bat (*Eumops floridanus*) survey was conducted, and it was determined that the site does not provide habitat for the species.

The proposed project of impacting 2.92 acres of mangrove wetlands and preserving and enhancing 1.29 acres of mangrove wetlands will convert existing, low-quality wetlands to a high-quality mangrove wetland that more closely resembles saltwater marsh habitat. In addition, offsite mitigation in the EMB (Appendix A) will provide one large, viable ecosystem-oriented restoration project, which is clearly the superior alternative. The size of the Bank provides an opportunity to restore and manage a significant portion of the natural ecosystem within this area. It will also provide an important buffer and habitat link to existing and proposed conservation lands.

IV. NEW RIVER DRAINAGE BASIN

As the proposed project is located within the New River drainage basin and the applicant is proposing to offset proposed impacts with the purchase of mitigation

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credits from the Everglades Mitigation Bank (EMB), which is located in the Lower Everglades drainage basin, the applicant must demonstrate that no cumulative impacts will occur within the New River drainage basin. The most recent GIS data defining habitat types throughout the New River drainage basin was acquired using the Florida Department of Environmental Protection's (FDEP) web-based mapping service known as Map Direct. The GIS data on mangrove habitat and the drainage basins was provided by South Florida Water Management District (SFWMD Land Use Land Cover layer) and FDEP (Florida Water Management (WMD) Cumulative Impact Basins layer). All data analysis was restricted to the New River drainage basin and all mangrove wetlands were identified using the Land Cover Land Use layer (Figure 2). Those wetlands identified as 612 mangrove cover type covers were included in the data analysis. Mangrove wetlands were than categorized as "protected" or "at-risk". Wetlands were categorized as "protected" if they were owned by agencies at the federal, state, county, or local level or were previously placed under a conservation easement. Wetlands were categorized as at risk if they were privately owned or were not placed under a conservation easement. The data analysis to determine if a wetland was protected or at-risk involved permit research through the Broward County Environmental Protection and Growth Management Department and SWFMD. In addition, the FL-SOLARIS/CLEAR Conservation Easements and FL-SOLARIS/CLEAR Conservation Owned Lands layers on Map Direct were utilized.

The New River drainage basin comprises 409.8 square miles (262,272-acres) and approximately 30 municipalities. According to the SFWMD GIS database, there were approximately 1,569.92-acres of mangrove wetlands within the New River Drainage Basin. The majority were located east of Interstate-95 and were located within existing state and county level parks and under conservation easements. Approximately 1,446.15 acres are publicly owned and/or protected under conservation easements. Approximately 123.77 acres are at risk (privately owned), see Table 2 and 3 below. The onsite mangrove wetlands exhibit very little of the positive, preferred attributes of a high-quality wetland due to the amount of exotic plants and isolated nature. The loss of these low quality, isolated, degraded wetlands would result in an insignificant loss of wetland function to the entire New River watershed.

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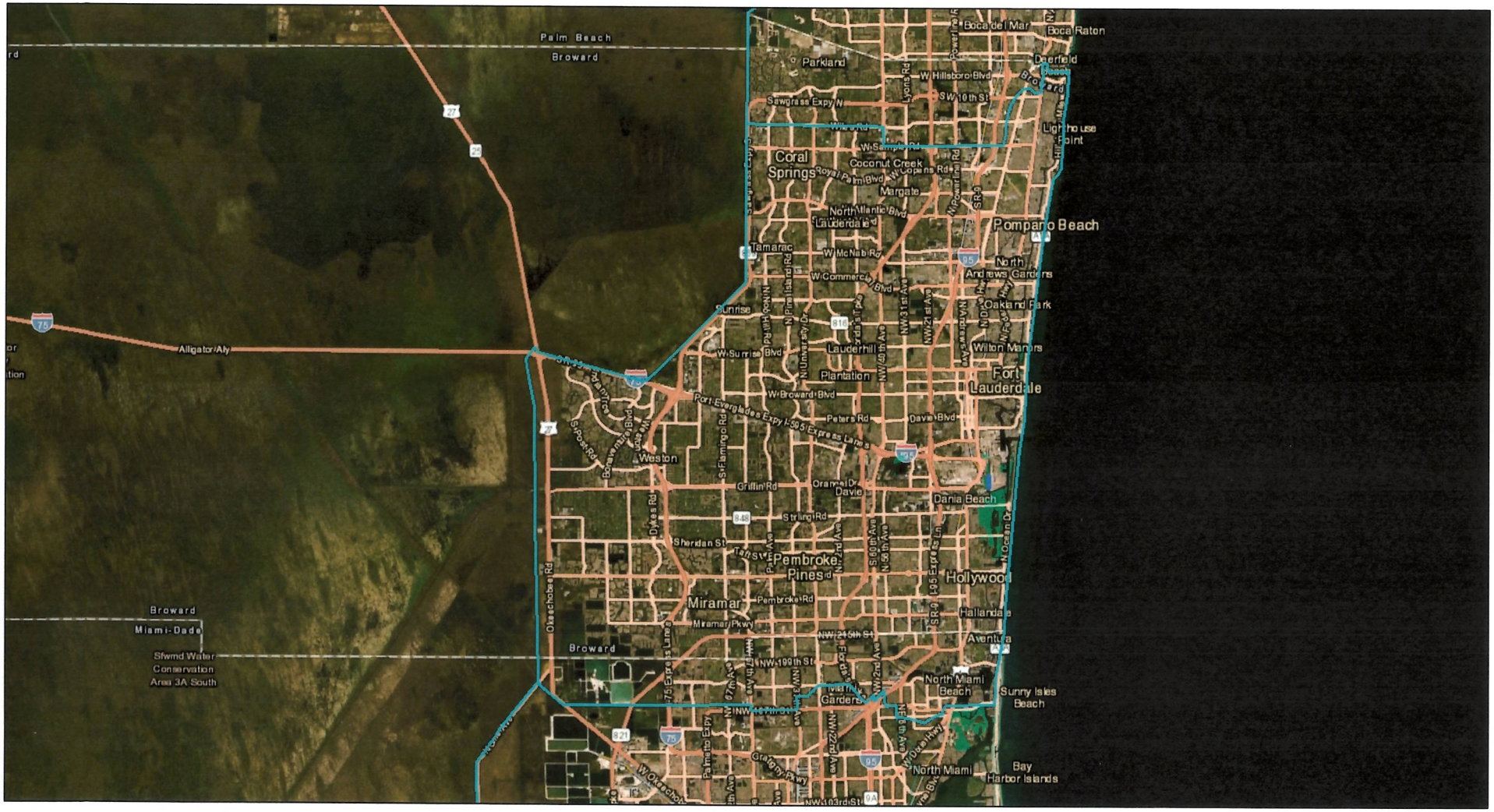

Palm Beach
Broward
Alligator Aly
Broward
Miami-Dade
Sfwmd Water
Conservation
Area 3A South
Broward
Parkland
Coral
Springs
Coconut Creek
Margate
Tamarac
Sunrise
Lauderhill
Plantation
Weston
Davie
Pembroke
Pines
Miramar
Pembroke Rd
Miramar Pkwy
Hollywood
Pompano Beach
Oakland Park
Wilton Manors
Fort
Lauderdale
Dania Beach
Hallandale
Aventura
North Miami
Beach
Sunny Isles
Beach
North Miami
Bay
Harbor Islands
Boca del Mar
Boca Raton
Deerfield
Lighthouse
Point
North
Andrews Gardens
Griffin Rd
Sheridan St
Stirling Rd
Peters Rd
Davie Blvd
Port Everglades Expy
I-595 Express Lanes
I-75 Express Lanes
NW 199th St
NW 215th St
W Hillsboro Blvd
SW 10th St
Sawgrass Expy N
W Sample Rd
W McNab Rd
W Commercial Blvd
W Sunrise Blvd
W Broward Blvd
N Ocean Dr
SR 9
SR 7
SR 441
Dixie Hwy
Flamingo Rd
Dykes Rd
Pine Island Rd
University Dr
Turnpike
Okeechobee Rd
Powerline Rd
Lyons Rd
Hiatus Rd
NW 31st Ave
NW 27th Ave
NW 21st Ave
NW 7th Ave
NW 2nd Ave
NW 67th Ave
NW 57th Ave
NW 103rd St
Palmetto Expy
Golden Glades Interchange
Golden Glades Interchange
Miami Gardens
Dr
Blvd
Pkwy
Rd
St
Ave
Hwy
Expy
Ln
Ct
Cir
Pl
Ter
Trl
Sq
Way
Loop
Xing
Bridge
Tpke
Canal
Creek
River
Lake
Park
Beach
Island
Islands
Gardens
Manors
Estates
Heights
Hills
Shores
Village
Center
Plaza
Mall
Square
Terrace
Trail
Crossing
Junction
Station
Airport
Port
Harbor
Marina
Bridge
Causeway
Tunnel
Overpass
Underpass
Interchange
Ramp
Exit
Entrance
Express
Local
Toll
Free
Scenic
Historic
Bypass
Loop
Spur
Connector
Alternate
Business
Truck
Bus
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Transit
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Trolley
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Ferry
Boat
Ramp
Launch
Dock
Pier
Wharf
Marina
Anchorage
Mooring
Buoy
Channel
Inlet
Outlet
Dam
Levee
Canal
Ditch
Drain
Culvert
Pipe
Tunnel
Bridge
Causeway
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Wharf
Marina
Anchorage
Mooring
Buoy
Channel
Inlet
Outlet
Dam
Levee
Canal
Ditch
Drain
Culvert
Pipe
Tunnel

Table 2.

Mangrove Areas in New River Drainage Basin				
Area (sq yd)	Area (ac)	Status (ac)		Category
		Protected	At-risk	
144528.4316	29.86	29.86	0.00	Protected
526357.5078	108.75	108.75	0.00	Protected
357998.9434	73.97	73.97	0.00	Protected
22501.92578	4.65	4.65	0.00	Protected
255498.9395	52.79	52.79	0.00	Protected
175009.4727	36.16	0.00	36.16	At-risk
76622.33594	15.83	15.83	0.00	Protected
232136.498	47.96	47.96	0.00	Protected
1882123.646	388.87	388.87	0.00	Protected
350803.7441	72.48	72.48	0.00	Protected
276350.9238	57.10	57.10	0.00	Protected
1477478.689	305.26	305.26	0.00	Protected
136141.3516	28.13	0.00	28.13	At-risk
44657.69727	9.23	0.00	9.23	At-risk
76571.41016	15.82	0.00	15.82	At-risk
47016.71094	9.71	9.71	0.00	Protected
9764.439453	2.02	2.02	0.00	Protected
124721.082	25.77	25.77	0.00	Protected
30729.87695	6.35	6.35	0.00	Protected
71178.76172	14.71	14.71	0.00	Protected
59741.6582	12.34	12.34	0.00	Protected
181023.7891	37.40	37.40	0.00	Protected
39176.50195	8.09	8.09	0.00	Protected
57986.30273	11.98	0.00	11.98	At-risk
108689.2656	22.46	0.00	22.46	At-risk
219942.2891	45.44	45.44	0.00	Protected
46701.0293	9.65	9.65	0.00	Protected
74705.86719	15.44	15.44	0.00	Protected
32077.9707	6.63	6.63	0.00	Protected
35755.68945	7.39	7.39	0.00	Protected
234606.459	48.47	48.47	0.00	Protected
55054.58398	11.37	11.37	0.00	Protected
41564.61133	8.59	8.59	0.00	Protected
93195.6	19.26	19.26	0.00	Protected
7598414.006	**1569.92**	**1446.15**	**123.77**	-

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Table 3.

Description	Area (acres)	% of Total
Total mangrove wetlands in New River drainage basin	1,569.92	100%
All protected mangrove wetlands in New River drainage basin	1,446.15	92.1%
All at-risk mangrove wetlands in New River drainage basin	123.77	7.9%
NSU Port Property	2.92	2.36% of at-risk wetlands (0.19% of total wetlands in basin)

Any attempt to preserve this area would not accomplish the restoration of the East Everglades habitat that existed before the area was degraded by the invasion of exotic vegetation and the drainage. The applicant has established a site plan that accomplishes the project purpose and the offsite mitigation proposed will not result in a cumulative impact to the New River drainage basin.

V. MITIGATION

To compensate for wetland impacts, the applicant proposes to purchase 1.23 credits from the EMB, which will significantly improve the regional benefits of natural wetland functions throughout South Florida. The EMB is not located within the same drainage basin as the proposed project; however, it is located in the approved District service area (Appendix A). Use of the EMB to offset wetland impacts within the New River drainage basin has been approved previously by the District and will offset any potential impacts caused by the proposed project. In addition, the existing mangrove wetland on site is of poor quality as it consists of invasive/exotic species and is isolated in nature. The purchase of credits from the EMB will result in a significantly higher value habitat than the habitat located at the subject site. The EMB also provides regional ecological value and substantially higher ecological value than the mangroves/wetlands proposed to be impacted. EMB is located between Everglades National Park and Biscayne Bay National Park, which provides a wildlife corridor that allows wildlife to roam between parks. EMB also undergoes continual restoration and enhancement projects to include hydrologic improvements and vegetation management to provide long term benefits to wildlife. Therefore, the proposed project includes mitigation for

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unavoidable impacts at an approved mitigation bank and will not result in adverse impacts to water quality, habitat, hydrology or listed species.

VI. CONCLUSION

Overall, the proposed activity considered with past, present, and future activities would not result in violations of water quality standards or have significant adverse impacts to functions of wetlands or surface waters within the same watershed.

The analysis identified mangrove wetlands in the basin that were not protected by land use restrictions or dedicated as public land as "at risk." The proposed project impacts approximately 70% of the onsite wetlands. In the event that all projects moving forward would impact the same amount of remaining wetlands (123.77 acres left in New River drainage basin unaccounted for), this would equal 86.6 acres that would be removed from the basin. Therefore, only 5% (86.6 acres of 1,569.92 acres) of the entire basin would be impacted which is a negligible amount and is not considered a cumulative impact considering wetlands preserved/protected accounted for 92.1% of all wetlands in the basin. Based on the analysis, if all "at risk" wetlands within the basin were impacted and all mitigation was conducted outside the basin, a loss of 7.9% of wetland acreage in the basin would occur. However, in this project, the wetlands are already highly degraded which results in a minimal ecological functional loss. In addition, this is a conservative estimate as many small patches of mangroves located in residential canal systems were not included due to limitations in GIS mapping. The at-risk mangrove wetlands is also most likely significantly over-estimated due to existing regulations in place that prohibit the development of mangroves and the justification required to do so.

The existing wetland has been degraded and the habitat value is rapidly diminishing because of the invasion of exotic vegetation and the deterioration caused by the industrial development in the surrounding area. In addition, similar parcels containing contiguous forested wetlands, as opposed to isolated depressional wetlands, are not common within the New River drainage basin. Given the relative lack of privately-owned parcels with existing mangrove wetlands onsite, impacts to small, isolated wetlands on subject sites would not result in a large loss of wetland acreage within the drainage basin. No portion of the property appeared to be environmentally sensitive, and the hydrologic regime is inadequate due to its isolated nature. From the list of state and federally protected species, no wildlife, rare, threatened, or endangered species or species of special concern were observed on the property. The wetlands located onsite provide little function to the watershed due to the poor quality of the wetlands. The purchase of credits from the offsite permitted EMB will offset any existing wetland function and will not result in any adverse cumulative impacts to the New River drainage basin.

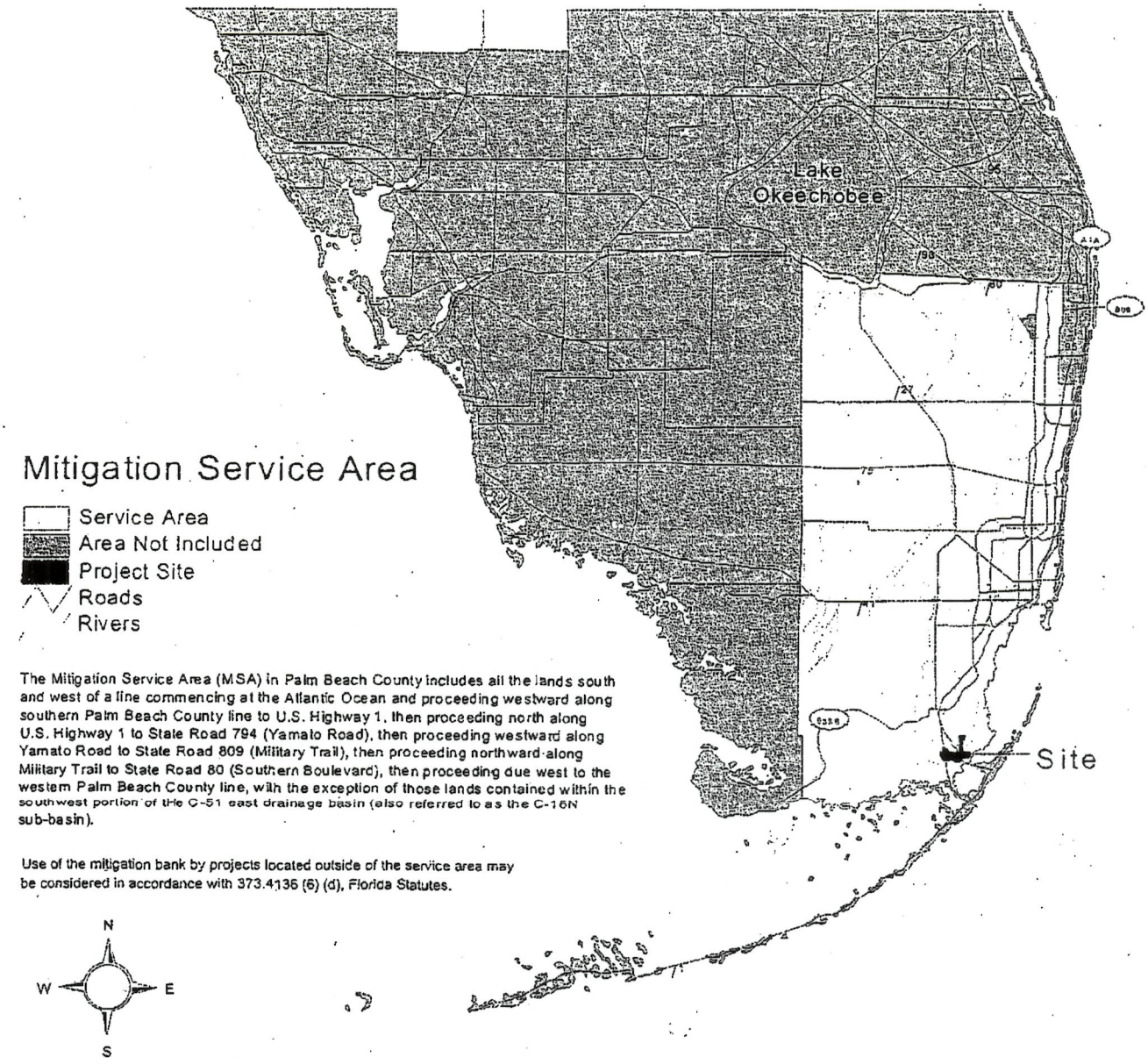
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APPENDIX A

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Figure 2

MITIGATION SERVICE AREA



Mitigation Service Area

- Service Area
- Area Not Included
- Project Site
- Roads
- Rivers

The Mitigation Service Area (MSA) in Palm Beach County includes all the lands south and west of a line commencing at the Atlantic Ocean and proceeding westward along southern Palm Beach County line to U.S. Highway 1, then proceeding north along U.S. Highway 1 to State Road 794 (Yamato Road), then proceeding westward along Yamato Road to State Road 809 (Military Trail), then proceeding northward along Military Trail to State Road 80 (Southern Boulevard), then proceeding due west to the western Palm Beach County line, with the exception of those lands contained within the southwest portion of the C-51 east drainage basin (also referred to as the C-16N sub-basin).

Use of the mitigation bank by projects located outside of the service area may be considered in accordance with 373.4136 (6) (d), Florida Statutes.

Scale: NTS

Prepared By:
Cotleur & Hearing, Inc.

In association with:
Macvicar, Federico & Lamb, Inc, and
LBFH INC

08/27/03

EVERGLADES MITIGATIONBANK

Approved by FDEP: Project #0193232-055

NSU Port Parcel
Mitigation Plan
TCG Project No. 14-0080.002

The proposed NSU Port Parcel project consists of the construction of a commercial warehouse on a 5.11-acre parcel located east of NE 7th Avenue and west of an existing Florida Power and Light transmission easement in Dania Beach, Broward County, Florida. The parcel is more specifically identified as Broward County Folio No. 5042-26-00-0021. The project site consists mainly of mangrove wetlands with a fringe of disturbed uplands on the west side. Elevations reflect the uplands at elevations between 2.0-4.0' NAVD, and wetlands at and below an approximate elevation of 0.2' NAVD. There are approximately ±4.21 acres of mangroves and ±0.26 acres of surface waters on site. The existing wetland onsite was delineated by The Chappell Group staff, on September 13, 2019.

The uplands consist of non-native canopy species including Brazilian pepper (*Schinus terebinthifolius*), earleaf acacia (*Acacia auriculiformis*) and Australian pine (*Casuarina equisetifolia*). The wetland area contains obligate wetland vegetation and hydric soils with standing water, serving as evidence of wetland hydrology. The interior of the site displays some evidence of previous alteration, with two (2) small open water areas and channelized ditches in the center and western half of the site. Excavated material from these areas is present onsite, with a few linear and curvilinear areas existing at elevations 6-8" above the surroundings. These areas contain transitional and upland vegetation, primarily Australian pine, but exist at wetland elevations with wetland soil characteristics. Due to the nature and location of the wetlands, complete avoidance is not a viable alternative as the project would not be a financially feasible development.

During the course of regulatory review, the original proposed site plan was reduced in scope from 4.2 acres to 2.92 acres to avoid impacts to an additional 1.29 acres of wetlands. As such, the proposed onsite mitigation plan includes the enhancement and preservation of approximately 31% of the wetlands onsite. Remaining impacts not offset by the onsite preservation will be mitigated through the purchase of credits at an approved mitigation bank. To assess the quality of the existing wetlands, a WATER analysis was conducted to compare the overall existing and proposed post-project function of each. See the summary tables below and the attached WATER worksheets. A summary table is included below.

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Existing Wetlands

Existing Conditions – 2.92-acre mangrove wetland

	Impact W-1 (2.92 ac)
Cumulative Score	32
Maximum Possible Score	54
WATER = Cumulative Score/Maximum Possible Score	0.59
Credit Determination SSE (1.04)x WATER x Impact Acreage	1.792
	Total Credits = 1.79

Functional Loss: 1.79

Secondary Impacts

Existing Conditions – 850 ln. ft. of adjacent property x 25' buffer = 0.49-acres secondary impacts

	Impact W-2 (0.49 ac)
Cumulative Score	32
Maximum Possible Score	54
WATER = Cumulative Score/Maximum Possible Score	0.59
Credit Determination SSE (1.04)x WATER x Impact Acreage	0.301
	Total Credits = 0.30

Functional Loss: 0.30

Preservation and Enhancement (1.29 acres)

Existing Conditions – 1.29-acre mangrove wetland

	Impact W-3 (1.29 ac)
Cumulative Score	34
Maximum Possible Score	54
WATER = Cumulative Score/Maximum Possible Score	0.63
Credit Determination SSE (1.04)x WATER x Impact Acreage	0.845
	Total Credits = 0.85

Functional Gain = 0.85

FL-FG = (1.79+0.30)-0.85 = 1.24 Remaining FL

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Therefore, the purchase of 1.24 credits from the Everglades Mitigation Bank is proposed to offset the unavoidable direct impacts to 2.92 acres of existing wetlands in addition to the preservation and enhancement of 1.29 acres of wetlands. Each of the required mitigation plan components required are addressed below:

1. **Objectives:** The proposed onsite mitigation component will be designed to maximize the opportunity to avoid and minimize potential impacts to jurisdictional wetlands present onsite. The proposed mitigation area is located within the largest contiguous wetland area present onsite and will include the enhancement by removal of exotic species and the preservation by a conservation easement of approximately 1.29 acres of saltwater wetlands. The preservation and enhancement will result in a high-quality wetland system that is common within Broward County and the surrounding watershed. The proposed mitigation system will address all project-related saltwater wetland impacts onsite in a manner that relies more heavily on preservation and will also address the Broward County goal of maintaining a reasonable percentage of wetland function within the county limits.

2. **Site Selection:** The proposed preservation and enhancement area is situated in the eastern portion of the subject site and is bordered by undeveloped lots to the north, south, east, and west.

   The applicant is only requesting that the preservation and enhancement portion of the mitigation requirements be approved as permittee-responsible onsite mitigation. All remaining mitigation requirements are proposed through the use of an approved mitigation bank servicing the impact area. Onsite mitigation through the proposed preservation and enhancement of existing wetlands would be environmentally preferable within the existing watershed rather than taking all mitigation to an approved mitigation bank.

3. **Site Protection Instrument:** The project site is privately owned and will be operated long term in conjunction with the commercial development. Additionally, the preserved and enhanced area of wetlands will be perpetually preserved under a joint conservation easement.

4. **Baseline Information:** Existing site conditions, including detailed soil analyses, vegetative cover, WATER analyses and jurisdictional wetland boundaries have been documented and verified by the project consultant and regulatory agencies, with valid wetland determinations currently in place. Existing conditions, including hydrology, soils and vegetative cover will be used as baseline comparisons for the proposed onsite mitigation component.

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5. **Determination of Credits:** Upon final agency approval of the previously submitted WATER analyses utilized to identify mitigation requirements, all project related impacts not addressed through the onsite mitigation component will be addressed through credit purchase at an approved mitigation bank servicing the impact area. Credit determination will be conducted through the permitted assessment methodology, the WATER analysis as approved for the Everglades Mitigation Bank.

6. **Mitigation Work Plan:** The proposed onsite mitigation component will consist of the enhancement and preservation of 1.29 acres of existing wetland. The proposed mitigation area will be maintained via the removal of exotic species and continued monitoring and maintenance. The mitigation area will continue to be directly connected to the existing wetland system, allowing for natural recruitment of flora and fauna. The mitigation area will be monitored and maintained in accordance with the Mitigation & Monitoring Plan submitted for the project to include measurable success criteria, vegetation control and monitoring protocols.

7. **Maintenance Plan:** The mitigation area will be monitored and maintained in accordance with the Mitigation & Monitoring Plan submitted for the project. The Monitoring & Maintenance Plan includes multiple components associated with the species removal and long-term adaptive management of the mitigation area. The plan includes measurable success criteria, vegetation control, data collection, monitoring frequency and reporting protocols.

8. **Performance Standards:** The mitigation area will be monitored and maintained in accordance with the Mitigation & Monitoring Plan submitted for the project. Every annual monitoring event will involve assessing the current vegetative assemblage and total percent coverage of species by utilizing transects. Species coverage within each sub-habitat type within the mitigation area will be assessed using random quadrats. Meandering transects will also be performed along the perimeter of the area for supplemental observations and to ensure complete coverage. Therefore, measurable success criteria will include maintaining exotic/nuisance vegetation at 2 percent or less during the annual monitoring events.

9. **Monitoring Requirements:** The mitigation area will be monitored and maintained in accordance with the Mitigation & Monitoring Plan submitted for the project. Monitoring will include a Time-Zero report conducted upon grading and planting, followed by annual monitoring for a period of five (5) years. A total of six (6) reports (annual and time zero) will be submitted to the DEP, and BCEPGMD.

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10. **Long-term Management Plan:** The onsite mitigation area will be monitored for a period of five (5) years and maintained in perpetuity by the permittee.

11. **Adaptive Management Plan:** The proposed monitoring plan for the onsite mitigation area includes adaptive management procedures for the monitoring and maintenance requirements, including data analysis, and additional monitoring effort.

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Bellaire, TX 77401
Main: 713.520.5400

September 26, 2023

Shlomo Melloul
Banana Split USA Inc
67 N. Federal Highway
Dania Beach, FL 33004

Subject: **Tree Inventory Report**
Port 1850 LLC
1850 NE 7th Avenue
Dania Beach, FL 33004
RES Number PRJ109838

Dear Mr. Melloul:

HGS, LLC dba RES Environmental Operating Company (RES) is pleased to submit this Tree Inventory Report. This report presents the canopy data of assessed trees based on the the tree inventory completed on September 6, 2023. This assessment was prepared in general accordance with our proposal number PRJ109838, dated August 31, 2023.

We appreciate the opportunity to perform these services for you. Please contact us at (954) 484-8500 if you have any questions.

Sincerely,
HGS, LLC dba RES Environmental Operating Company

Larsen McBride
Scientist III
lmcbride@res.us

Mark Clark
Science Technical Lead
maclark@res.us

Table of Contents

1.0 Project Background 1

2.0 Methodology 1

3.0 Results 1

4.0 Summary 2

Figures 3

Table 1 / Tree Data Table 6

Appendix A / Photo Documentation Log 9

1.0 Project Background

Port 1850, LLC (Port 1850) requested a tree inventory and arborist report for the upland trees at 1850 NE 7th Avenue, Dania Beach, FL (the Site) (**Figure 1** and **Figure 2**). Port 1850 is proposing to remove all trees at the Site. RES was engaged to perform a tree inventory and prepare a report.

1.1 Tree Removal Mitigation Requirements

A tree removal permit is required to remove any tree located within the City limits except where Section 830-60 of the City's code defines trees exempt from tree removal permitting. Mitigation requirements for non-specimen trees proposed for removal are to be calculated based upon Section 825-100 of the City's code. These mitigation guidelines are as follows:

- For non-specimen trees: mitigate for total canopy area in square feet (plus a 50% weighing factor) of trees to be removed.
- For invasive trees (trees that are listed as a Category I in the most recent version of the Florida Exotic Pest Plant Council's (FLEPPC) Invasive Species List): mitigate for 25% of the total canopy area in square feet of trees to be removed.
- For dead trees: install one replacement tree for each dead tree removed.

The number of replacement trees required to offset the total canopy lost for non-specimen and invasive trees is variable and dependent upon the size and type of replacement trees proposed as outlined in Section 825-100 of the City's code. Replacement trees to be installed to satisfy the mitigation requirement should be determined by a Landscape Architect. A minimum of five species of replacement trees must be utilized if more than 50 individual trees are to be removed.

The City of Dania Beach groups tree species into 4 distinct categories according to their characteristics. If a native, non-invasive tree species is removed, replacement trees must be grouped into the same category as the tree which was removed. A list of replacement tree species by category can be found in the Dania Beach Landscape Technical Manual. Category I invasives cannot be collected, cultivated, or transported without a permit in Florida, and as such cannot be used as replacement trees per City of Dania Beach code. In lieu of planting replacement trees, property owners or the licensee can pay a replacement fee into the City of Dania Beach Tree Preservation Trust Fund.

2.0 Methodology

A RES International Society of Arboriculture (ISA) certified arborist conducted a tree inventory to locate, identify, measure, and assess the canopies of non-exempt trees at the Site according to the mitigation provisions of the City of Dania Beach, tree protection ordinance.

A tree is defined as any living, self-supporting, gymnosperm (conifer) or dicotyledonous (broadleaf) woody perennial plant which has a DBH of no less than two and one-half (2½) inches and normally grows to an overall height of no less than fifteen (15) feet in southeast Florida. Specimen trees are hardwoods, conifers and palms with a DBH of 18 inches or greater. Tree canopy is the upper portion of the tree consisting of limbs, branches, and leaves. Section 825-100 of the City of Dania Beach code specifies that all trees removed and not relocated under a General License for tree removal shall be replaced so that there is no loss of tree canopy coverage upon maturity of the replacement trees. Trees listed as invasive by the FLEPPC are an exception: Invasive trees must be replaced with an adequate number of trees to replace 25% of the removed canopy.

The field visit was conducted September 6, 2023. The weather conditions were sunny with temperatures in the low-90s. Non-exempt trees were individually located and numbered. A sub-meter differential global positioning system (GPS) unit (Trimble Geo 7X) was used to record tree locations. Trees were identified and measured according to the ISA standards with an arborist diameter tape at approximately 4.5 feet above ground (DBH). Additional data collected included height and crown spread of subject trees. Trees indicative of the conditions at the Site were photographed, and relevant field notes were collected.

3.0 Results

A total of 63 non-exempt trees were inventoried. All but one tree were species designated as Category I invasives by FLEPPC: Australian pine (*Casuarina equisetifolia*), Brazilian peppertree (*Schinus terebinthifolia*), carrotwood (*Cupaniopsis*

anacardioides), and earleaf acacia (*Acacia auriculiformis*). One native, non-invasive tree was identified: Sea grape (*Coccoloba uvifera*). Dania Beach code specifies sea grapes as a Category 1 tree, meaning that its replacement tree must be a Category 1 tree species that is a minimum of 12 feet in height and 5.5 inches in caliper at the time of planting. The property owner or licensee is responsible for replacing 100% of the canopy of this tree. In total, 7,971 ft^2 of tree canopy must be mitigated – 7,853 ft^2 for the 62 invasive species and 118 ft^2 for the native, non-invasive species. An estimated 17 replacement trees must be planted – 1 for the native species and 16 for the invasive species.

A list of trees and characteristics from this inventory is provided in **Table 1** and tree locations are depicted in **Figure 2**. Photographs of trees are provided in **Appendix A**.

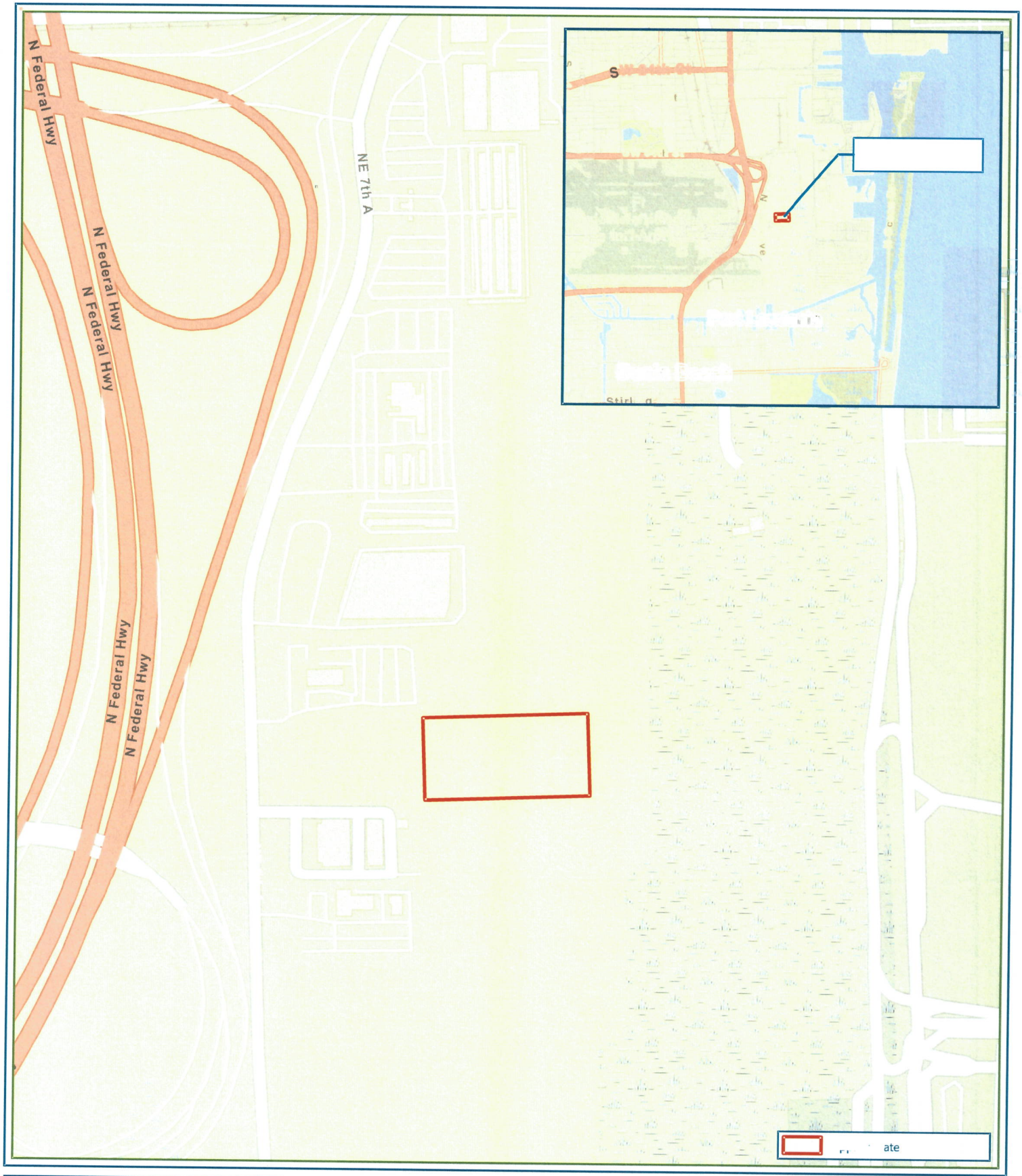
4.0 Summary

RES was engaged to conduct a tree inventory at 1850 NE 7th Avenue, Dania Beach, FL. The survey area consisted of trees located along the western edge of the parcel. A total of 63 non-exempt trees were inventoried. Sixty-two trees were Category I Invasive Species as specified by FLEPPC. Therefore, 25% of the canopy removed must be replaced per Section 825-100 of City of Dania Beach code. One tree was a native Category 1 tree, and therefore 100% of its canopy must be replaced. A total of 17 replacement trees must be planted to replace 7,971 ft^2 of canopy.

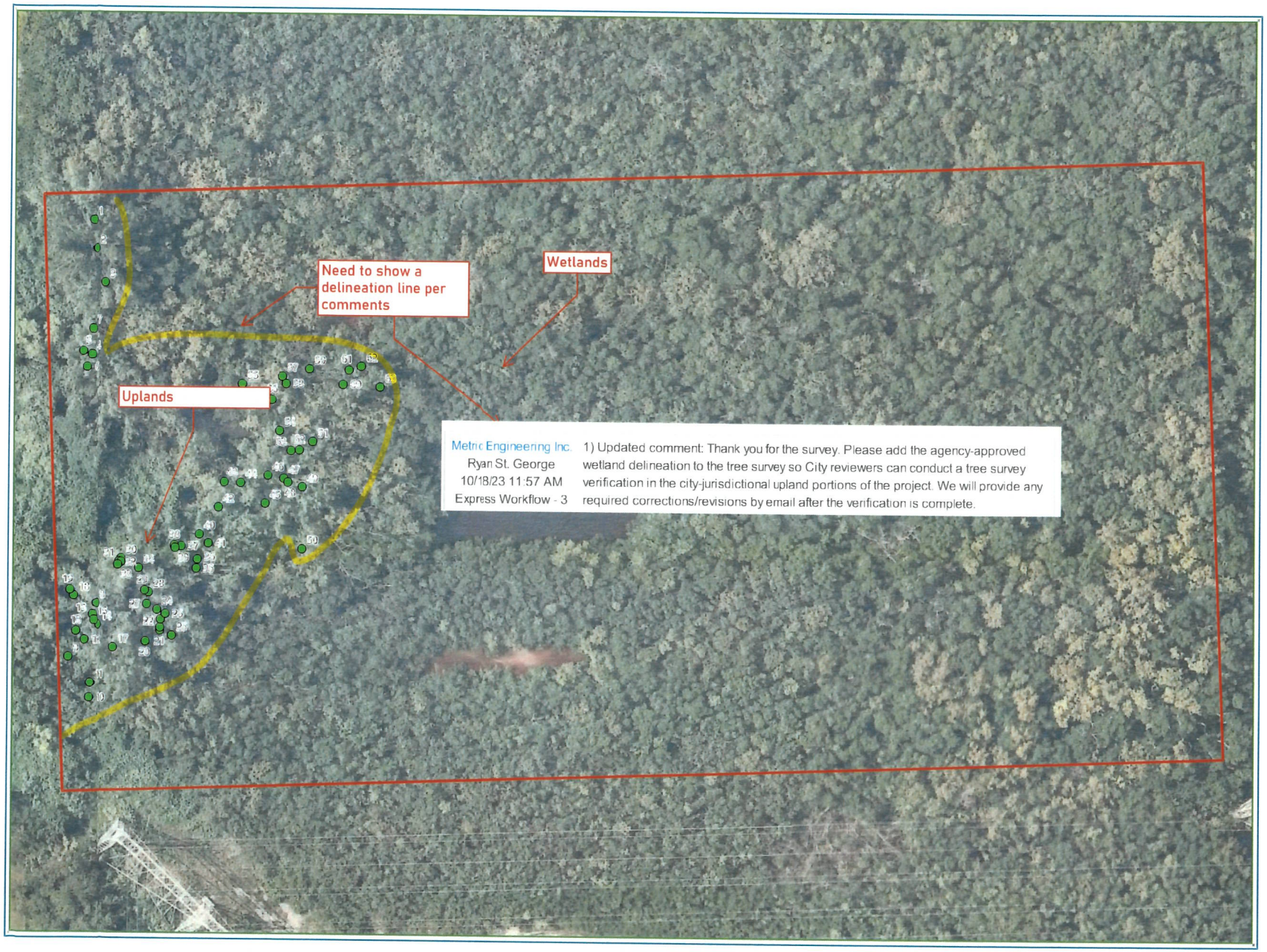
Figures

Figure 1 – Location Map

Figure 2 – Tree Inventory


N Federal Hwy
N Federal Hwy
N Federal Hwy
N Federal Hwy
NE 7th A
S
ate

www.res.us



boundaries depicted on this map have not been surveyed and are for proposed assessment purposes only. This information is not to be used as final legal boundaries

NAD 1983 2011

www.res.us

Table 1 / Tree Data Table

Tree Data Table
1850 NE 7th Avenue
Dania Beach, FL
Project Number 109838

Table 1: Tree Data Table

September 2023

Tree Number	Tree Species		DBH (inches)	Multi Trunk (Y/N)	Height (feet)	Spread (feet)	Canopy Area (square feet)	Non-FLEPPC Cat I Trees Replacement Canopy (square feet)	FLEPPC Cat I Trees Replacement Canopy (square feet)
	Common Name	Scientific Name							
1	Australian Pine	Casuarina equisetifolia	25	Yes	28	40	1256		314
2	Australian Pine	Casuarina equisetifolia	40	No	80	60	2826		707
3	Australian Pine	Casuarina equisetifolia	16	No	40	40	1256		314
4	Australian Pine	Casuarina equisetifolia	17	No	42	36	1017		254
5	Carrotwood	Cupaniopsis anacardioides	3	No	15	5	20		5
6	Carrotwood	Cupaniopsis anacardioides	2.5	Yes	9	5	20		5
7	Carrotwood	Cupaniopsis anacardioides	3	No	18	7	38		10
8	Brazilian Pepper	Schinus terebinthifolia	5	No	12	5	20		5
9	Earleaf Acacia	Acacia auriculiformis	5	No	21	11	95		24
10	Brazilian Pepper	Schinus terebinthifolia	11	No	22	30	707		177
11	Brazilian Pepper	Schinus terebinthifolia	8	No	17	24	452		113
12	Brazilian Pepper	Schinus terebinthifolia	16	Yes	16	10	79		20
13	Brazilian Pepper	Schinus terebinthifolia	6	No	24	20	314		79
14	Australian Pine	Casuarina equisetifolia	18	No	75	30	707		177
15	Australian Pine	Casuarina equisetifolia	17	No	75	30	707		177
16	Brazilian Pepper	Schinus terebinthifolia	7	No	25	25	491		123
17	Australian Pine	Casuarina equisetifolia	17	No	75	30	707		177
18	Brazilian Pepper	Schinus terebinthifolia	4	No	11	12	113		28
19	Brazilian Pepper	Schinus terebinthifolia	5	No	6	5	20		5
20	Brazilian Pepper	Schinus terebinthifolia	10	No	45	27	572		143
21	Australian Pine	Casuarina equisetifolia	13	No	54	21	346		87
22	Brazilian Pepper	Schinus terebinthifolia	10	Yes	36	36	1017		254
23	Brazilian Pepper	Schinus terebinthifolia	12	No	60	33	855		214
24	Australian Pine	Casuarina equisetifolia	10	No	45	21	346		87
25	Australian Pine	Casuarina equisetifolia	12	No	60	36	1017		254
26	Brazilian Pepper	Schinus terebinthifolia	13	No	18	18	254		64
27	Australian Pine	Casuarina equisetifolia	12	No	66	20	314		79
28	Australian Pine	Casuarina equisetifolia	15	No	50	30	707		177
29	Brazilian Pepper	Schinus terebinthifolia	8	No	18	25	491		123
30	Australian Pine	Casuarina equisetifolia	13	No	40	36	1017		254
31	Brazilian Pepper	Schinus terebinthifolia	24	No	21	36	1017		254
32	Australian Pine	Casuarina equisetifolia	10	No	63	36	1017		254
33	Australian Pine	Casuarina equisetifolia	18	No	75	25	491		123
34	Brazilian Pepper	Schinus terebinthifolia	5	No	21	21	346		87
35	Australian Pine	Casuarina equisetifolia	8	No	40	25	491		123
36	Australian Pine	Casuarina equisetifolia	10	No	58	21	346		87
37	Australian Pine	Casuarina equisetifolia	11	No	48	25	491		123
38	Brazilian Pepper	Schinus terebinthifolia	14	Yes	30	21	346		87
39	Australian Pine	Casuarina equisetifolia	12	No	63	36	1017		254
40	Australian Pine	Casuarina equisetifolia	7	No	36	15	177		44
41	Australian Pine	Casuarina equisetifolia	9	No	45	18	254		64
42	Australian Pine	Casuarina equisetifolia	11	No	45	15	177		44
43	Australian Pine	Casuarina equisetifolia	16	No	45	27	572		143
44	Sea Grape	Coccoloba uvifera	5	No	15	10	79	79	
45	Australian Pine	Casuarina equisetifolia	14	No	36	39	1194		298
46	Australian Pine	Casuarina equisetifolia	12	No	36	15	177		44
47	Australian Pine	Casuarina equisetifolia	11	No	36	30	707		177
48	Australian Pine	Casuarina equisetifolia	11	No	33	30	707		177
49	Australian Pine	Casuarina equisetifolia	10	No	25	15	177		44
50	Australian Pine	Casuarina equisetifolia	14	No	45	21	346		87
51	Australian Pine	Casuarina equisetifolia	8	No	35	12	113		28
52	Australian Pine	Casuarina equisetifolia	9	No	42	12	113		28

Tree Data Table
1850 NE 7th Avenue
Dania Beach, FL
Project Number 109838

Table 1: Tree Data Table

September 2023

Tree Number	Tree Species		DBH (inches)	Multi Trunk (Y/N)	Height (feet)	Spread (feet)	Canopy Area (square feet)	Non-FLEPPC Cat I Trees Replacement Canopy (square feet)	FLEPPC Cat I Trees Replacement Canopy (square feet)
	Common Name	Scientific Name							
53	Australian Pine	Casuarina equisetifolia	9	No	36	21	346		87
54	Australian Pine	Casuarina equisetifolia	15	No	54	15	177		44
55	Australian Pine	Casuarina equisetifolia	17	No	42	25	491		123
56	Australian Pine	Casuarina equisetifolia	4	No	15	15	177		44
57	Australian Pine	Casuarina equisetifolia	7	No	21	21	346		87
58	Australian Pine	Casuarina equisetifolia	7	No	33	15	177		44
59	Australian Pine	Casuarina equisetifolia	5	No	15	15	177		44
60	Australian Pine	Casuarina equisetifolia	14	No	65	18	254		64
61	Australian Pine	Casuarina equisetifolia	17	No	45	30	707		177
62	Australian Pine	Casuarina equisetifolia	16	No	55	18	254		64
63	Australian Pine	Casuarina equisetifolia	12	No	36	18	254		64

Total Additional Non-Specimen Canopy to be Mitigated (sq. ft.):	79
Total Canopy to be Mitigated (non FLEPPC Trees) w/50% multiplier) (sq. ft.):	118
Total Number of Category 1B Mitigation Trees (12-ft.) Required:	**1**

Total FLEPPC Cat 1 Canopy to be removed (sq. ft.):	31413
Total FLEPPC Cat 1 Canopy to be Mitigated (sq. ft.):	7853
Total Number of Category 1B Mitigation Trees (12-ft.) Required:	**16**

Appendix A / Photo Documentation Log

Photo Documentation Log

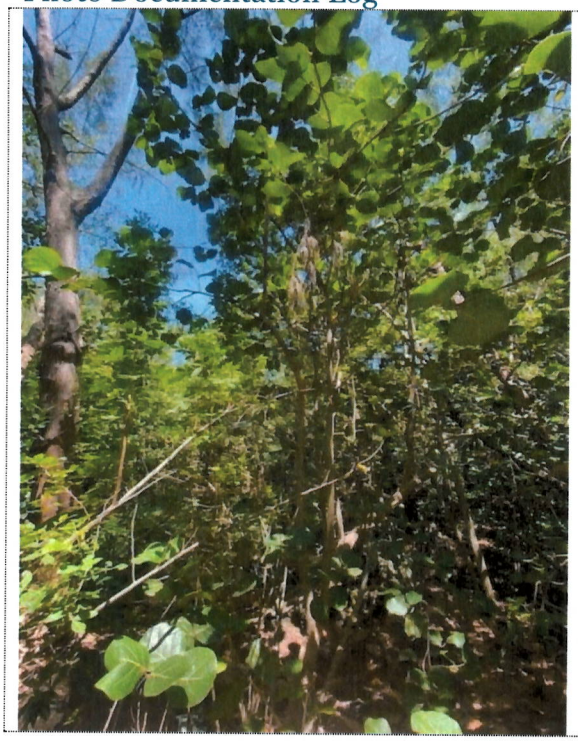


Photo 1 – View of tree number 44, a sea grape (*Coccoloba uvifera*), facing west.

Photo 2 – View of the Site, facing south.

Photo Documentation Log



Photo 3 – View of the Site, facing west.

Photo 4 - View of the Site, facing east.

Photo Documentation Log



Photo 5 – View of the Site, facing north.



Photo 6 – View of the Site, facing west.

Photo Documentation Log



Photo 7 – View of tree number 9, an earleaf acacia (*Acacia auriculiformis*), facing east.

Photo 8 - View of tree number 10, a Brazilian pepper (*Schinus terebinthifolia*), facing north.

Photo Documentation Log

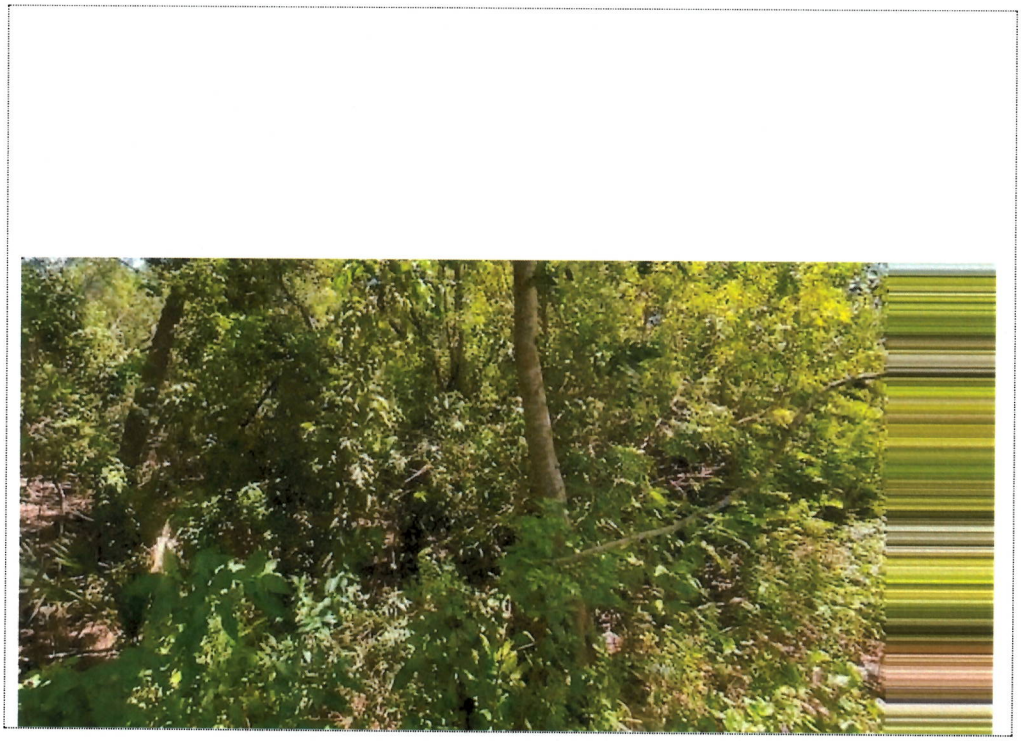


Photo 9 – View of the Site, facing north.



Photo 10 – View of tree number 7, a carrotwood (*Cupaniopsis anacardioides*), facing south.

Photo Documentation Log

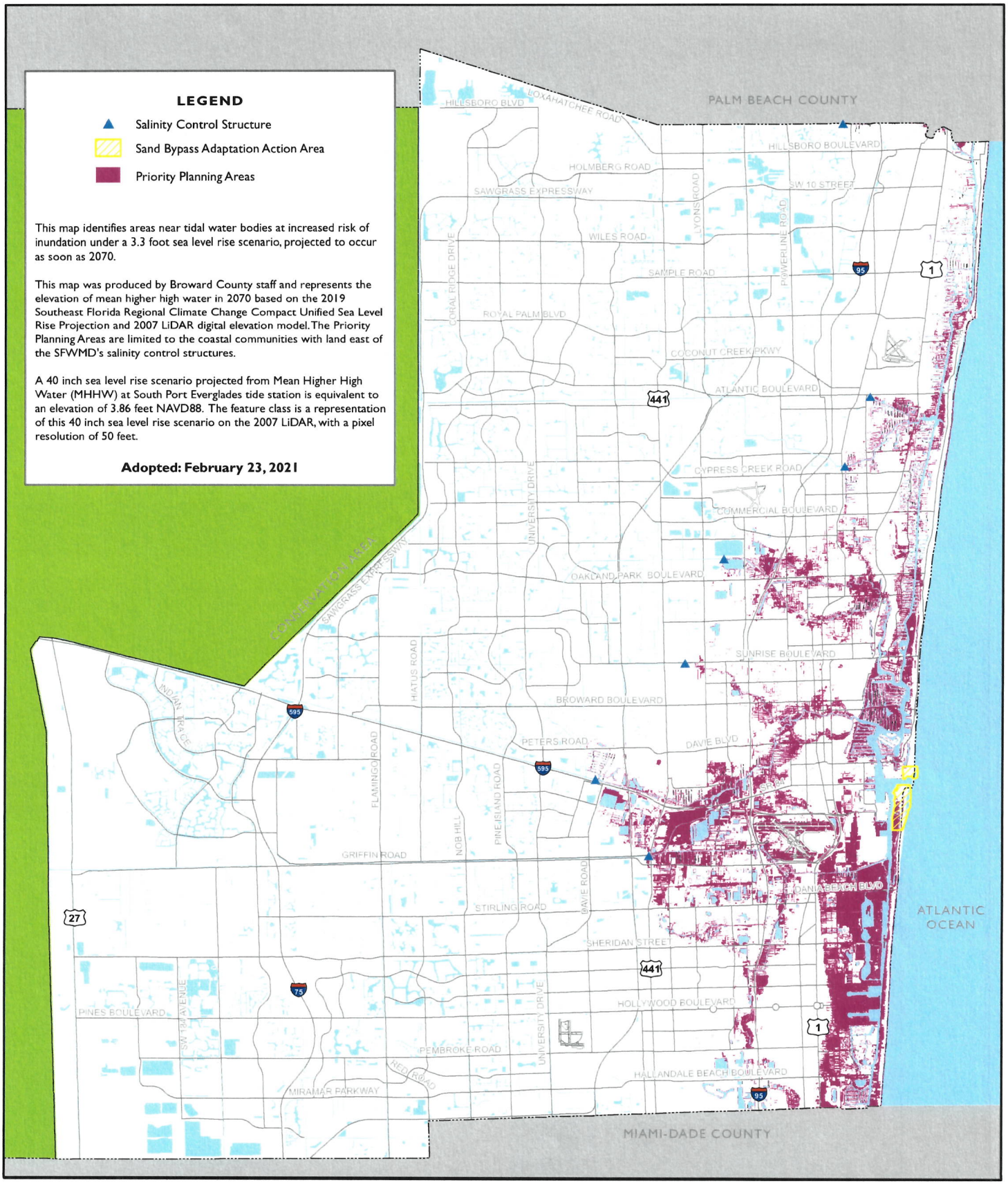


Photo 11– View of trees number 1, 2, and 3, all Australian pines (*Casuarina equisetifolia),* facing east.

Photo 12 – View of the Site, facing southeast.

BROWARD COUNTY LAND USE PLAN NATURAL RESOURCE MAP SERIES

Eastern Broward County: Priority Planning Areas for Sea Level Rise



SOURCES

Broward County Environmental Planning and Community Resilience Division, Broward County Planning Council

This is a generalized map. This map should not be used to determine parcel boundaries or limits of depicted items. Please contact the Broward County Planning Council office at 954.357.6695 regarding questions pertaining to parcel boundaries or limits.

NOT TO SCALE

NOTES TO USERS

map is for use in administering the National Flood Insurance Program. It does necessarily identify all areas subject to flooding, particularly from local drainage ces of small size. **The community map repository** should be consulted for ible updated or additional flood hazard information.

btain more detailed information in areas where **Base Flood Elevations** (BFEs) or **floodways have been determined**, users are encouraged to consult the Flood ies and Floodway Data and/or Summary of Stillwater Elevations tables ained within the Flood Insurance Study (FIS) report that accompanies this FIRM. rs should be aware that BFEs shown on the FIRM represent rounded tenth-foot ations. These BFEs are intended for flood insurance rating purposes only and ld not be used as the sole source of flood elevation information. Accordingly, l elevation data presented in the FIS report should be utilized in conjunction with FIRM for purposes of construction and/or floodplain management.

stal Base Flood Elevations (BFEs) shown on this map apply only landward of North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should ware that coastal flood elevations are also provided in the Summary of Stillwater ations table in the Flood Insurance Study report for this jurisdiction. Elevations wn in the Summary of Stillwater Elevations table should be used for construction or floodplain management purposes when they are higher than the elevations wn on this FIRM.

ndaries of the **floodways** were computed at cross sections and interpolated ween cross sections. The floodways were based on hydraulic considerations with rd to requirements of the National Flood Insurance Program. Floodway widths other pertinent floodway data are provided in the Flood Insurance Study report his jurisdiction.

ain areas not in Special Flood Hazard Areas may be protected by **flood control ctures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood rance Study report for information on flood control structures for this jurisdiction.

projection used in preparation of this map was Transverse Mercator State se Florida East FIPS 0901. **The horizontal datum** was NAD83 HARN, GRS1980 oid. Differences in datum, spheroid, projection or State Plane zones used in uction of FIRMs for adjacent jurisdictions may result in slight positional rences in map features across jurisdiction boundaries. These differences do not t the accuracy of this FIRM.

d elevations on this map are referenced to the North American Vertical Datum of 3. These flood elevations must be compared to structure and ground elevations renced to the same **vertical datum**. For information regarding conversion ween National Geodetic Vertical Datum of 1929 and the North American Vertical m of 1988, visit the National Geodetic Survey website at //www.ngs.noaa.gov/ or contact the National Geodetic Survey at the following ess:

l Information Services
VA, NMN352
onal Geodetic Survey
SC-3, #9202
5 East-West Highway
r Spring, Maryland 20910-3282
) 713-3242

btain current elevation, description, and/or location information for **bench marks** wn on this map, please contact the Information Services Branch of the National detic Survey at **(301) 713-3242** or visit its website at http://www.ngs.noaa.gov/.

e map information shown on this FIRM was provided in digital format by Broward nty. The original orthophotographic base imagery was provided in color with a foot pixel resolution at a scale of 1" = 300' from photography flown in 2008.

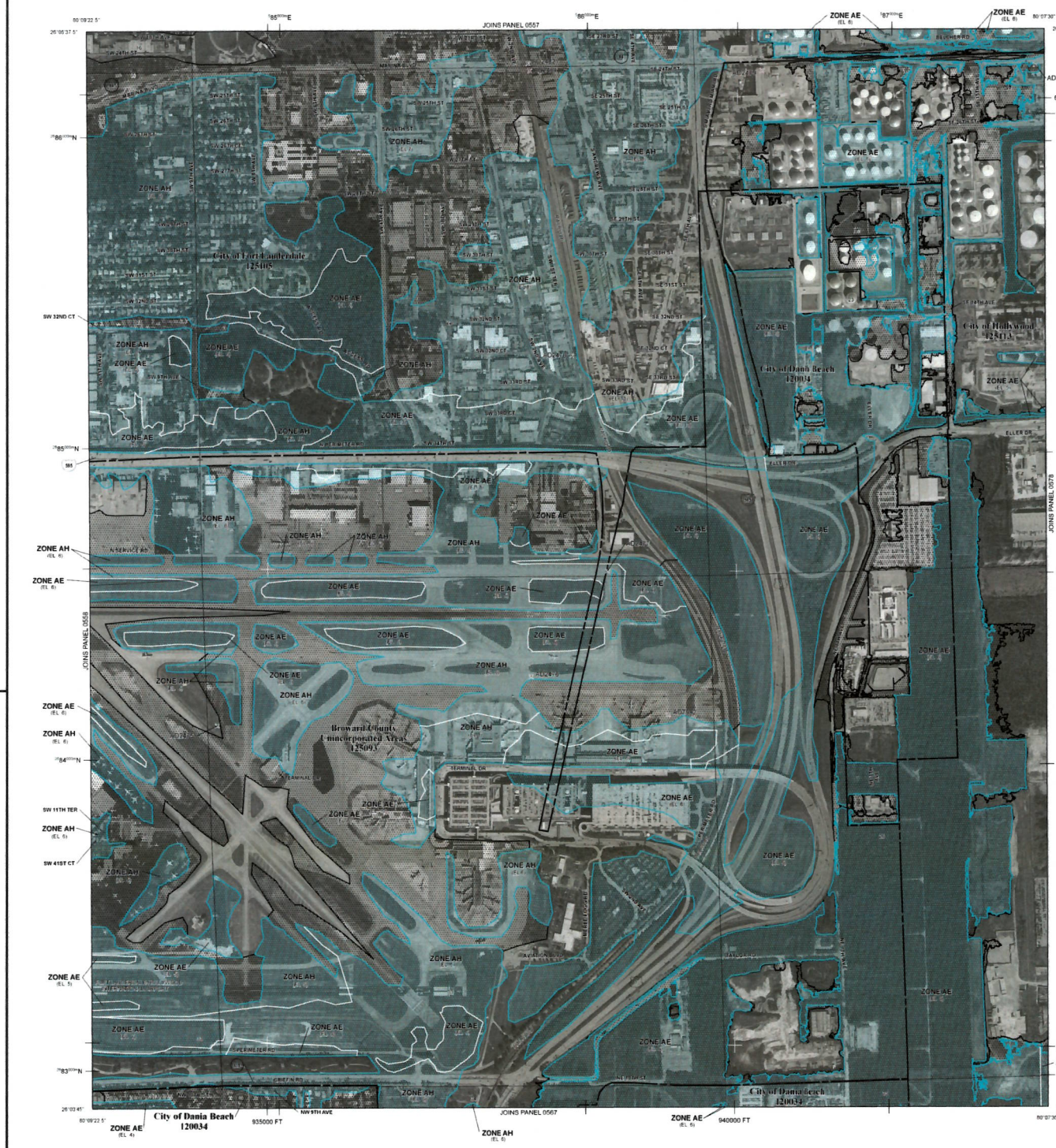
map reflects more detailed and up-to-date **stream channel configurations** those shown on the previous FIRM for this jurisdiction. The floodplains and dways that were transferred from the previous FIRM may have been adjusted to orm to these new stream channel configurations. As a result, the Flood Profiles Floodway Data tables in the Flood Insurance Study report (which contains oritative hydraulic data) may reflect stream channel distances that differ from t is shown on this map.

porate limits shown on this map are based on the best data available at the time ublication. Because changes due to annexations or de-annexations may have rred after this map was published, map users should contact appropriate munity officials to verify current corporate limit locations.

se refer to the separately printed **Map Index** for an overview map of the county wing the layout of map panels; community map repository addresses; and a ng of Communities table containing National Flood Insurance Program dates for h community as well as a listing of the panels on which each community is ted.

information and questions about this map, available products associated with this d including historic versions of this FIRM, how to order products, or the National d Insurance Program in general, please call the **FEMA Map Information hange** at 1-877-FEMA MAP (1-877-336-2627) or visit the FEMA Map Service ter website at http://msc.fema.gov. Available products may include previously ed Letters of Map Change, a Flood Insurance Study report, and/or digital ions of this map. Many of these products can be ordered or obtained directly h the website. Users may determine the current map date for each FIRM panel by ng the FEMA Map Service Center website or by calling the FEMA Map rmation eXchange.

"profile base lines" depicted on this map represent the hydraulic modeling lines that match the flood profiles in the FIS report. As a result of improved graphic data, the profile base line, in some cases, may deviate significantly from channel centerline or appear outside the SFHA.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation 1% annual chance flood.

ZONE A No Base Flood Elevations determined.

ZONE AE Base Flood Elevations determined.

ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); base Flood Ele determined.

ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average determined. For areas of alluvial fan flooding, velocities also determined.

ZONE AR Special Flood Hazard Area formerly protected from the 1% annual chance fl a flood control system that was subsequently decertified. Zone AR indicate the former flood control system is being restored to provide protection fro 1% annual chance or greater flood.

ZONE A99 Areas to be protected from 1% annual chance flood event by a Federal protection system under construction; no Base Flood Elevations determined.

ZONE V Coastal flood zone with velocity hazard (wave action); no Base Flood Ele determined.

ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Ele determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept encroachment so that the 1% annual chance flood can be carried without substantial increa flood heights.

OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with a depths of less than 1 foot or with drainage areas less than 1 square mi areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X Areas determined to be outside the 0.2% annual chance floodplain.

ZONE D Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

1% annual chance floodplain boundary
0.2% annual chance floodplain boundary
floodway boundary
Zone D boundary
CBRS and OPA boundary
boundary dividing Special Flood Hazard Area Zone boundary dividing Special Flood Hazard Areas of differen flood Elevations, flood depths, or flood velocities
513 base Flood Elevation line and value; elevation in feet*
(EL 987) base Flood Elevation value where uniform within zone; ele in feet*
* Referenced to the North American Vertical Datum of 1988
A — A cross section line
23 — 23 transect line
97°07'30", 32°22'30" geographic coordinates referenced to the North Am latum of 1983 (NAD 83), Western Hemisphere
4275000mE 1000-meter Universal Transverse Mercator grid ticks, zone
6000000 FT 5000-foot grid values: Florida State Plane coordinate s ast Zone (FIPSZONE = 0901), Transverse Mercator proje
DX5510 bench mark (see explanation in Notes to Users section RM panel)
M1.5 river Mile

MAP REPOSITORIES
Refer to Map Repositories List on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
August 18, 2014

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Communit History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

250 0 250 500 750 1,000 FEET
100 0 100 200 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0559H

FIRM

FLOOD INSURANCE RATE MA

BROWARD COUNTY, FLORIDA AND INCORPORATED AREA

PANEL 559 OF 751

(SEE MAP INDEX FOR FIRM PANEL LAY

CONTAINS:

COMMUNITY	NUMBER	PANEL
BROWARD COUNTY	12509	0559
DANIA BEACH, CITY OF	12003	0559
FORT LAUDERDALE, CITY OF	12511	0559
HOLLYWOOD, CITY OF	12511	0559

Notice to User: The **Map Number** shown below should b when placing map orders; the **Community Number** shown should be used on insurance applications for the community.

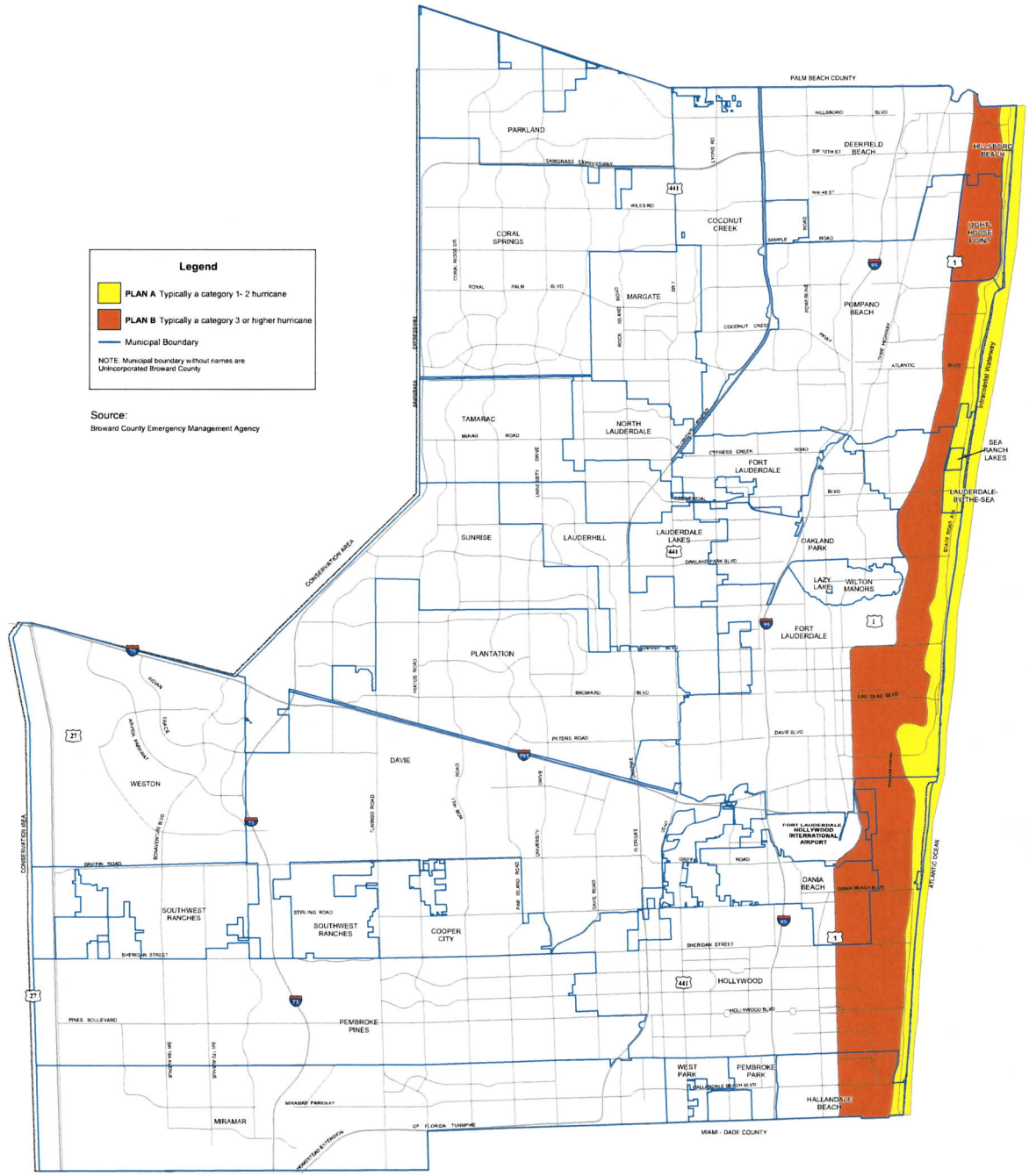
MAP NUMB 12011C05

EFFECTIVE DA AUGUST 18, 2

Federal Emergency Management Ag

BROWARD COUNTY LAND USE PLAN

Natural Resource Map Series Eastern Broward County: Hurricane Evacuation Zones



ATTACHMENT 2

May 21, 2024

RECEIVED
5/29/2025

Deanne D. Von Stetina
Assistant Executive Director
Broward County Planning Council
Broward County Governmental Center
115 S. Andrews Avenue, Room #307
Ft. Lauderdale, FL 33301

Re: Proposed Map Amendment for Local Area of Particular Concern (LAPC) Site #97

Dear Ms. Von Stetina:

The City of Dania Beach has no objection to the Applicant's Local Area of Particular Concern (LAPC) Map Amendment, assuming the Applicant obtains all required environmental permits from the appropriate agencies.

Sincerely,

Ana M. Garcia, ICMA-CM
City Manager

Attachments: NSU Industrial Civil Site Plan Set
Location Map

cc: Eleanor Norena, CFM
Community Development Director

Corinne Lajoie, AICP
Community Development Deputy Director

NSU INDUSTRIAL
CIVIL SITE PLAN SET
1850 NE 7TH AVENUE
DANIA BEACH, FLORIDA 33004
SECTION 26, TOWNSHIP 50S RANGE 42E

FOLIO NUMBER: 5042-26-00-0021



LOCATION SKETCH
SCALE 1' = 250'

INDEX OF SHEETS
CIVIL SHEETS BY LANGAN

SHEET NO.	DESCRIPTION
C-100	COVER SHEET
C-200	GENERAL NOTES AND SPECIFICATIONS
C-300	SITE PLAN
C-400	GRADING AND DRAINAGE PLAN
C-401	TYPICAL CROSS SECTIONS
C-500	PRELIMINARY UTILITY PLAN
C-600	PAVEMENT PLAN
C-700	GARBAGE TRUCK CIRCULATION PLAN
C-701	FIRE TRUCK CIRCULATION PLAN
C-800	SOIL EROSION AND SEDIMENT CONTROL
C-900	SITE DETAILS
C-901 - C-902	WATER AND SEWER DETAILS

Sunshine811

Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.

Check positive response codes before you dig!

LEGAL DESCRIPTION

THE S ½ OF THE NE ¼ OF THE S/E ¼ OF THE NW ¼ OF SECTION 26, TOWNSHIP 50 SOUTH, RANGE 42 EAST, TOGETHER WITH AN EASEMENT FOR ROAD PURPOSES OVER THE WEST 30 FEET OF THE N ½ OD THE NE ¼ OF THE S/E ¼ OF THE NW ¼ OF SECTION 26, TOWNSHIP 50 SOUTH, RANGE 42 EAST, SAID LANDS LYING, BEING AND SITUATED IN BROWARD COUNTY, FLORIDA.

The following items are not reviewed or accepted by Broward County:
1.Broward County Traffic Engineering Division's review does not include a review and acceptance of the project's design or operation. These items are to be reviewed and approved by the City Engineer.
2.Broward County Traffic Engineering Division does not review and approve, or inspect and accept the following items for maintenance: pavement markings on or adjacent to paver bricks, painted asphalt, stamped asphalt or pavement markings made of paver bricks, raised intersections and related markings and signing, un-warranted mid-block crosswalks and related markings and signing, un-warranted crosswalks and related markings and signing, painted/decorative crosswalks, raised crosswalks and related markings and signing, Advanced Warning pavement markings for Speed Tables, Blinker Signs, Rectangular Rapid Flasher Beacons and related markings and signing, on-street parking and related markings and signing, in-road lighting and related markings and signing, green bike lanes, flexible delineators, decorative signs and decorative sign posts, planters, on-site pavement markings and signing, off-site pavement markings and signing in right-of-way that is not dedicated for public use, sidewalk work or asphalt work.
3.The City Engineer is responsible for the review and approval of the design and operation of the project, and for the inspection and acceptance of the following items that will be maintained by the City: pavement markings on or adjacent to paver bricks, painted asphalt, stamped asphalt or pavement markings made of paver bricks, pavement markings on or adjacent to painted asphalt, raised intersections and related markings and signing, un-warranted mid-block crosswalks and related markings and signing, un-warranted crosswalks and related markings and signing, painted/decorative crosswalks, raised crosswalks and related markings and signing, Advanced Warning pavement markings for Speed Tables, Blinker Signs, Rectangular Rapid Flasher Beacons and related markings and signing, on-street parking and related markings and signing, in-road lighting and related markings and signing, green bike lanes, flexible delineators, decorative signs and decorative sign posts, planters, on-site pavement markings and signing, off-site pavement markings and signing in right-of-way that is not dedicated for public use, sidewalk work and asphalt work.
4.All traffic control devices maintained by Broward County, that are removed or damaged by construction, shall be replaced by contractor using current Broward County Traffic Engineering Division Standards.

Date	Description	No.
9/22/23	DRC Review 2	2
10/21/22	DRC Review 1	1

Revisions

MICHAEL CARR LICENSE No. 72424 STATE OF FLORIDA PROFESSIONAL ENGINEER

SIGNATURE DATE SIGNED

MICHAEL CARR
PROFESSIONAL ENGINEER FL Llc. No. 72424

LANGAN
Langan Engineering and Environmental Services, Inc.
110 East Broward Boulvard, Suite 1500
Fort Lauderdale, FL 33301
T: 954.320.2100 F: 954.320.2101 www.langan.com
FL CERTIFICATE OF AUTHORIZATION NO. 00000601/LB8172/LB8186

Project
NSU INDUSTRIAL
1850 NE 7TH AVENUE
CITY OF DANIA BEACH
BROWARD COUNTY FLORIDA

Drawing Title
COVER SHEET

Project No.	Drawing No.
330111401	C-100
Date: OCTOBER 2023	
Drawn By: NCM	
Checked By: MPC	

© 2023 Langan

Date: 10/4/2023 Time: 08:51 User: nmartin Style Table: Langan.stb Layout: C-100 Document Code: 330111401-0501-GI101-0101

LANGAN Project No. 330111401

GENERAL NOTES AND SPECIFICATIONS

GENERAL SITE NOTES:

1. THESE PLANS REPRESENT THE OVERALL SITE WORK IMPROVEMENTS REQUIRED FOR PROJECT CONSTRUCTION. THE CONTRACTOR SHALL FURNISH, INSTALL, TEST AND COMPLETE ALL WORK TO THE SATISFACTION OF THE ENGINEER AND OWNER IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MEANS AND METHODS OF CONSTRUCTION; AS SUCH, THESE PLANS DO NOT COMPLETELY REPRESENT, NOR ARE THEY INTENDED TO REPRESENT, ALL SPECIFIC INSTRUCTIONS REQUIRED FOR SITE WORK CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONSTRUCT ALL IMPROVEMENTS DEPICTED ON THESE PLANS IN ACCORDANCE WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS IN EFFECT AT THE TIME OF CONSTRUCTION.
2. THE CONTRACTOR SHALL ACCEPT THE SITE AS IS. THE CONTRACTOR SHALL ASSESS CONDITIONS, AND THE KIND, QUALITY AND QUANTITY OF WORK REQUIRED. THE OWNER MAKES NO GUARANTEE IN REGARD TO THE ACCURACY OF ANY AVAILABLE INFORMATION WHICH WAS OBTAINED DURING INVESTIGATIONS. THE CONTRACTOR SHALL MAKE A THOROUGH SITE INSPECTION IN ORDER TO FIELD CHECK EXISTING SITE CONDITIONS, CORRELATE CONDITIONS WITH THE DRAWINGS AND RESOLVE ANY POSSIBLE CONSTRUCTION CONFLICTS WITH THE OWNER AND ENGINEER PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL MAKE ADDITIONAL TOPOGRAPHIC SURVEYS HE DEEMS NECESSARY, PROVIDED THEY ARE COORDINATED WITH THE OWNER. ANY CONDITIONS DETERMINED BY THE CONTRACTOR THAT DIFFER FROM THE INFORMATION SHOWN ON THE DRAWINGS THAT ARE NOT BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER PRIOR TO THE START OF WORK SHALL NOT BE CONSIDERED GROUNDS FOR ADDITIONAL PAYMENT OR CHANGES TO THE CONTRACT DURATION, OR ANY OTHER CLAIMS AGAINST THE OWNER OR OWNER'S ENGINEER.
3. THE CONTRACTOR SHALL, WHEN THEY DEEM NECESSARY, PROVIDE WRITTEN REQUESTS FOR INTERPRETATION (RFIS) TO THE OWNER AND ENGINEER PRIOR TO THE CONSTRUCTION OF ANY SPECIFIC SITE WORK ITEM. THE (RFI) SHALL BE IN A FORM ACCEPTABLE TO OWNER AND ENGINEER AND SHALL ALLOW FOR A MINIMUM OF TWO WORK DAYS OR ADDITIONAL REASONABLE TIME FOR A WRITTEN REPLY. RFIS SHALL BE NUMBERED CONSECUTIVELY BY DATE SUBMITTED. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SITE WORK ITEMS CONSTRUCTED DIFFERENTLY THAN INTENDED OR AS DEPICTED ON THE PLANS.
4. INFORMATION RELATED TO ELEVATIONS AND PROPOSED UTILITIES (SUCH AS ROADWAY GRADES, INVERT ELEVATIONS, RIM ELEVATIONS, GRATE ELEVATIONS, BUILDING FINISHED FLOOR ELEVATIONS, ETC.) MAY BE FOUND IN MORE THAN ONE LOCATION IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL SUFFICIENTLY REVIEW ALL PLANS, PROFILES AND ANY OTHER INFORMATION IN THE CONTRACT DOCUMENTS FOR CONSISTENCY PRIOR TO CONSTRUCTION. ANY INCONSISTENCIES OR DISCREPANCIES THAT ARE FOUND BY THE CONTRACTOR OR HIS ASSIGNS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER IN WRITING, IN THE FORMAT OF AN RFI PRIOR TO CONSTRUCTION.
5. THERE ARE ADDITIONAL NOTES, SPECIFICATIONS AND REQUIREMENTS CONTAINED THROUGHOUT THE PLAN SET AS WELL AS REFERENCES TO SPECIFICATIONS FROM APPLICABLE GOVERNING AUTHORITIES AND INDUSTRY STANDARDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN, REVIEW AND ADHERE TO ALL THESE DOCUMENTS.
6. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL DRAINAGE AND UTILITY STRUCTURES AND MANUFACTURED PRODUCTS TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO COMMENCING WITH CONSTRUCTION.
7. CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL MAINTENANCE OF TRAFFIC MEASURES (INCLUDING DESIGN AND PERMITTING) AS REQUIRED BY THE LOCAL, COUNTY, OR STATE AGENCY HAVING JURISDICTION.
8. THE CONTRACTOR IS REQUIRED TO KEEP DETAILED RECORDS OF THE CONSTRUCTION COMPLETED. SPECIFICALLY, ALL UNDERGROUND STRUCTURES, DRAINAGE, WATER, SANITARY, GAS, ELECTRIC, COMMUNICATIONS PIPING, CONDUIT OR APPURTENANCES AND ACCESSORIES AND ALL ABOVE GROUND FEATURES INCLUDING, BUT NOT LIMITED TO, FIRE HYDRANTS, WATER VALVES, DRAINAGE AND SEWER CLEANOUTS, LIGHT POLES AND SIGNS SHALL BE RECORDED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE THAT THE WORK IS PERFORMED. ELEVATIONS OF TOP OF WATER PIPING SHALL BE RECORDED AT ALL BENDS, TEES, AND AT ALL STORM DRAINAGE AND SANITARY SEWER CROSSINGS. SANITARY SEWER TOP OR BOTTOM OF PIPE ELEVATIONS SHALL BE RECORDED AT ALL CROSSINGS WITH WATER AND STORM DRAINAGE PIPING. FINISHED GRADE ELEVATIONS AT ALL WATER VALVES, FIRE HYDRANTS, SANITARY MANHOLES, DRAINAGE STRUCTURES AND CLEANOUT LOCATIONS WILL BE RECORDED. CURB AND PAVEMENT FINISHED GRADE ELEVATIONS AT ALL HIGH AN LOW POINTS, ALONG SWALES, CENTERLINES OF ROADS OR DRIVE AISLES, AND IN PARKING AREAS, SHALL BE RECORDED. AS-BUILT SURVEYS OF THESE ITEMS SHALL BE PROVIDED TO THE ENGINEER OF RECORD WITHIN 30 DAYS OF CONSTRUCTION COMPLETION AND PRIOR TO FINAL PAYMENT BY THE OWNER. THE ENGINEER OF RECORD RESERVES THE RIGHT TO REVIEW THE AS-BUILT SURVEYS AND REQUIRE THE COMPLETED WORK CORRECTED, WHERE DEFICIENCIES WITH RESPECT TO THE CONSTRUCTION DRAWINGS AND THE LOCAL, COUNTY AND STATE STANDARDS ARE NOT ADHERED TO BY THE CONTRACTORS WORK.
9. CONTRACTOR IS SPECIFICALLY CAUTIONED THAT ALL CONSTRUCTION STAKEOUT FOR THIS PROJECT MUST BE COMPLETED FROM THE SITE SPECIFIC SURVEY CONTROL (HORIZONTAL AND VERTICAL) UPON WHICH THE DESIGN IS BASED. THE CONTRACTOR SHOULD NOT RELY ON OR RE-ESTABLISH SURVEY CONTROL BY GPS OR OTHER METHODS FOR USE IN CONSTRUCTION STAKEOUT OR ANY OTHER PURPOSE FOR THIS PROJECT. ANY DISCREPANCIES BETWEEN THE EXISTING HORIZONTAL OR VERTICAL DATA SHOWN ON THESE DRAWINGS AND THAT ENCOUNTERED IN THE FIELD MUST BE REPORTED TO THE DESIGN TEAM PRIOR TO CONSTRUCTION FOR RESOLUTION.

PAVING, GRADING, AND DRAINAGE NOTES:

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
2. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ACTUAL LOCATIONS OF ALL UTILITY ENTRANCES TO INCLUDE SANITARY SEWER LATERALS, DOMESTIC AND FIRE PROTECTION WATER SERVICE, ELECTRICAL, TELEPHONE AND GAS SERVICE. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO AVOID CONFLICTS AND TO ENSURE PROPER DEPTHS ARE ACHIEVED AS WELL AS COORDINATING WITH THE UTILITY COMPANIES AS TO LOCATION AND SCHEDULING OF CONNECTIONS TO THEIR FACILITIES.
3. STORM DRAINAGE PIPING TO UTILIZE WATER TIGHT JOINTS.
4. SEE DETAIL SHEETS FOR ALL PROPOSED STRUCTURE DETAILS.
5. ALL STORM SEWERS AND STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION STANDARDS OF ROADWAY CONSTRUCTION DETAILS.
6. MINIMUM DEPTH OF COVER FOR ALL STORM SEWER PIPE IS SEVEN (7") INCHES MEASURED FROM BOTTOM OF BASE, UNLESS SHOWN OTHERWISE.
7. EXCAVATED MATERIAL CONTAINING CONCRETE ROCK OR STONE GREATER THAN SIX (6") INCHES IN LARGEST DIMENSION IS UNACCEPTABLE FOR FILL WITHIN THE PROPOSED BUILDING AND PAVING AREA.
8. ALL SITEWORK AND EARTHWORK OPERATIONS CONDUCTED ON THE SITE TO BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEERING REPORT PREPARED BY THE OWNER'S GEOTECHNICAL ENGINEER RECOMMENDATIONS IN THE GEOTECHNICAL REPORT THAT EXCEED THE INFORMATION IN THIS DRAWING SET SHALL TAKE PRECEDENCE.
9. COMPACTION CRITERIA FOR FILL PLACED IN THE FOLLOWING AREAS SHALL MEET OR EXCEED THE FOLLOWING MINIMUM PERCENTAGE OF MAXIMUM MODIFIED PROCTOR DRY DENSITY AS DETERMINED BY ASTM D-1557 USED ON REPRESENTATIVE SOIL SAMPLES, UNLESS MORE STRINGENT CRITERIA GIVEN ELSEWHERE:
10. ALL FILL SHALL BE PLACED AT A MOISTURE CONTENT WITHIN THREE PERCENT OF ITS MODIFIED PROCTOR (ASTM D 1557) DETERMINED OPTIMUM MOISTURE IN LEVEL LIFTS WHOSE THICKNESS DOES NOT EXCEED 12 INCHES. EACH LIFT SHOULD BE THOROUGHLY AND UNIFORMLY COMPACTED TO 95 PERCENT OF THE ASTM D 1557 MAXIMUM DRY DENSITY. SUBGRADES RECEIVING FILL SHOULD BE DENSIFIED TO AN EQUIVALENT RELATIVE COMPACTION.
11. PAVEMENT: CRUSHED AGGREGATE FOR THE BASE COURSE SHOULD MEET THE REQUIREMENTS OF SECTIONS 911 OR 913A OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION." THE BASE MATERIALS SHOULD HAVE A LIMEROCK BEARING RATIO (LBR) OF AT LEAST 100 AND BE COMPACTED TO NOT LESS THAN 98 PERCENT OF THE AASHTO T-180 MAXIMUM DRY DENSITY. SUBBASE MATERIALS SHOULD BE DENSIFIED TO AN EQUIVALENT RELATIVE COMPACTION. SUBGRADE SOILS RECEIVING FLEXIBLE PAVING SHOULD BE UNIFORMLY COMPACTED TO 98 PERCENT OF THE AASHTO T-180 MAXIMUM DRY DENSITY.
12. PROTECT SUBGRADE FROM EXCESSIVE WHEEL LOADING DURING CONSTRUCTION, INCLUDING CONCRETE TRUCKS AND DUMP TRUCKS.
13. REMOVE AREAS OF FINISHED SUBGRADE FOUND TO HAVE INSUFFICIENT COMPACTION DENSITY TO A DEPTH NECESSARY AND REPLACE IN A MANNER THAT WILL COMPLY WITH COMPACTION REQUIREMENTS BY USE OF MATERIAL EQUAL TO OR BETTER THAN BEST SUBGRADE MATERIAL ON SITE. SURFACE OF SUBGRADE AFTER COMPACTION SHALL BE HARD, UNIFORM, SMOOTH, STABLE AND TRUE TO GRADE AND CROSS-SECTION.
14. GRADE ALL AREAS WHERE FINISH GRADE ELEVATIONS OR CONTOURS ARE INDICATED ON DRAWINGS, OTHER THAN PAVED AREAS AND BUILDINGS, INCLUDING EXCAVATED AREAS, FILLED AND TRANSITION AREAS, AND LANDSCAPED AREAS. GRADED AREAS SHALL BE UNIFORM AND SMOOTH, FREE FROM ROCK, DEBRIS, OR IRREGULAR SURFACE CHANGES. FINISHED SUBGRADE SURFACE SHALL NOT BE MORE THAN 0.10 FEET ABOVE OR BELOW ESTABLISHED FINISHED SUBGRADE ELEVATIONS, AND ALL GROUND SURFACES SHALL VARY UNIFORMLY BETWEEN INDICATED ELEVATIONS. FINISH DITCHES SHALL BE GRADED TO ALLOW FOR PROPER DRAINAGE WITHOUT PONDING AND IN A MANNER THAT WILL MINIMIZE EROSION POTENTIAL.
15. BUILDING AREA SUBGRADE PAD SHALL BE THAT PORTION OF THE SITE DIRECTLY BENEATH AND TEN FEET (10') BEYOND THE BUILDING AND APPURTENANCES INCLUDING THE LIMITS OF ANY FUTURE BUILDING EXPANSION AREAS AS SHOWN ON THE SITE/CIVIL DRAWINGS OR AS SPECIFIED IN THE GEOTECHNICAL REPORT.
16. TRENCH DEPTH REQUIREMENTS MEASURED FROM FINISHED GRADE OR PAVED SURFACE SHALL MEET THE FOLLOWING REQUIREMENTS OR APPLICABLE CODES AND ORDINANCES:
    A. WATER MAINS: 30 INCHES TO TOP OF PIPE BARREL
    B. SANITARY SEWER: ELEVATIONS AND GRADES AS INDICATED ON DRAWINGS.
    C. STORM SEWER: DEPTHS, ELEVATIONS, AND GRADES AS SHOWN ON DRAWINGS.
    D. ELECTRICAL CONDUITS: 24 INCHES MINIMUM TO TOP OF CONDUIT OR AS REQUIRED BY NEC 300-5, NEC 710-36 CODES, OR THE LOCAL UTILITY COMPANY REQUIREMENTS, WHICHEVER IS DEEPER.
    E. TV CONDUITS: 18 INCHES MINIMUM TO TOP OF CONDUIT OR AS REQUIRED BY THE LOCAL UTILITY COMPANY, WHICHEVER IS DEEPER.
    F. TELEPHONE CONDUITS: 18 INCHES MINIMUM TO TOP OF CONDUIT OR AS REQUIRED BY THE LOCAL UTILITY COMPANY, WHICHEVER IS DEEPER.
    G. GAS MAINS AND SERVICE: 30 INCHES MINIMUM TO TOP OF PIPE, OR AS REQUIRED BY THE LOCAL UTILITY COMPANY, WHICHEVER IS DEEPER.
17. ALL CONCRETE, UNLESS OTHERWISE NOTED OR SPECIFIED BY REGULATORY AUTHORITIES, SHALL BE 3000 PSI.
18. FINISHED GRADE ELEVATIONS SHALL NOT DEVIATE FROM THE PROPOSED ELEVATIONS SHOWN ON THE GRADING AND DRAINAGE PLANS BY MORE THAN 0.10 FEET.
19. DESIGN REQUIRES ALL MANHOLE LIFT HOLES AND GRADE ADJUSTMENT RINGS BE SEALED WITH NON-SHRINKING MORTAR. ALL INLET AND OUTLET PIPES MUST BE JOINED TO THE MANHOLE WITH A GASKETED FLEXIBLE WATER TIGHT CONNECTION OR ANOTHER WATER TIGHT CONNECTION ARRANGEMENT THAT ALLOWS DIFFERENTIAL SETTLEMENT OF THE PIPE AND MANHOLE WALL.
20. ALL MANHOLE INSPECTION AND TESTING FOR WATERTIGHTNESS OR DAMAGE PRIOR TO PLACING INTO SERVICE ARE SPECIFIED BY CITY INSPECTOR. ALL AIR TESTING, IF SPECIFIED FOR CONCRETE SEWER MANHOLES, CONFORMS TO THE TEST PROCEDURES DESCRIBED IN ASTM C-1244.

I. APPLICABLE CODES:

A. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE CITY OF DANIA BEACH PUBLIC WORKS DEPARTMENT, BROWARD COUNTY, AND ALL OTHER APPLICABLE LOCAL, STATE AND NATIONAL CODES.

B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 OR LATEST EDITION, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.

C. ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988, (N.A.V.D.), UNLESS OTHERWISE NOTED.

D. EXISTING TOPOGRAPHIC AND CADASTRAL INFORMATION SHOWN ON THESE DRAWINGS ARE BASED THE BOUNDARY AND TOPOGRAPHY SURVEY PROVIDED BY ECS LAND SURVEYORS, INC. DATED 03/20/2020.

II. PRECONSTRUCTION RESPONSIBILITIES:

A. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED AND UPON WHICH THEIR BIDS WILL BE BASED.

B. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER AND THE ENGINEER OF RECORD.

C. THE CONTRACTOR SHALL CONTACT "SUNSHINE ONE-CALL OF FLORIDA" BY CALLING 1-800-432-4770 AT LEAST 48 HOURS PRIOR TO COMMENCING ANY EXCAVATION OR CONSTRUCTION IN ORDER TO PROVIDE FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES ON-SITE AND OFF-SITE.

D. THE CONTRACTORS SHALL COORDINATE WITH UTILITIES TO ARRANGE FOR RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC. AS NECESSARY TO COMPLETE THE WORK, IF APPLICABLE.

E. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ANY AND ALL EXISTING UTILITIES ON THIS PROJECT.

F. THE CONTRACTOR SHALL SECURE ALL UTILITY EASEMENTS (IF REQUIRED) TO BE SECURED PRIOR TO CONSTRUCTION.

G. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AS SHOWN ON THE DRAWINGS WERE OBTAINED FROM THE BEST INFORMATION AVAILABLE AT THE TIME PLANS WERE PREPARED BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THERE MAY BE OTHER IMPROVEMENTS, UTILITIES, ETC., WITHIN THE PROJECT AREA WHICH WERE INSTALLED AND CONSTRUCTED AFTER THE PREPARATION OF THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE FACILITIES SHOWN OR FOR ANY FACILITIES NOT SHOWN. THE CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING FACILITIES, STRUCTURES AND OTHER FEATURES (WHETHER SHOWN ON THE PLANS OR NOT) AFFECTING THE WORK.

H. IF, UPON EXCAVATION, EXISTING CONDITIONS ARE FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD SO THAT APPROPRIATE MEASURES CAN BE TAKEN TO RESOLVE THE PROBLEM.

I. ALL ROAD CROSSINGS ARE OPEN CUT UNLESS OTHERWISE NOTED ON THE DRAWINGS.

III. INSPECTION AND TESTING:

A. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AS WELL AS ANY OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTION AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

B. THE CONTRACTOR SHALL GIVE THE ENGINEER OF RECORD AT LEAST 48 HOURS ADVANCE NOTICE OF, AND THE ENGINEER OF RECORD MUST BE PRESENT TO WITNESS, THE FOLLOWING:

1. PRESSURE TESTING OF THE WATER DISTRIBUTION SYSTEM.
2. EXFILTRATION TEST OF THE SANITARY SEWAGE SYSTEM.
3. FINAL INSPECTION OF THE WATER, SEWER, PAVING, GRADING AND DRAINAGE.

C. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL APPLICABLE REGULATORY AGENCIES FOR INSPECTION REQUIREMENTS.

IV. SHOP DRAWINGS:

A. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD FOR THE FOLLOWING ITEMS: WATER MAIN FITTINGS, VALVES, PIPES, CATCH BASIN, STORM MANHOLES AND ALL OTHER DRAINAGE STRUCTURES, DRAINAGE PIPE, EXFILTRATION TRENCH FILTER FABRIC, AND TRAFFIC PAINT. IN ADDITION, SOME CITIES, COUNTIES, STATE AND/OR NATIONAL REGULATORY AGENCIES REQUIRE THEIR OWN INDIVIDUAL REVIEW AND APPROVAL IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY SHOP DRAWING APPROVALS IF REQUIRED.

V. TEMPORARY FACILITIES:

A. TEMPORARY FACILITIES:

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES, AND ELECTRICITY, DURING CONSTRUCTION.
2. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS ENTRANCE TO COMMERCIAL PROPERTIES AT ALL TIMES, IF APPLICABLE.
3. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION, IF APPLICABLE.

B. TRAFFIC REGULATION:

1. THE CONTRACTOR SHALL PROVIDE ALL WARNING SIGNALS, SIGNS, LIGHTS AND FLAGPERSONS AS NECESSARY FOR THE MAINTENANCE OF TRAFFIC WITHIN PUBLIC RIGHT-OF-WAYS IN ACCORDANCE WITH THE M.U.T.C.D. AND BROWARD COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT.
2. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
3. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION FROM BROWARD COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT.

VI. PROJECT CLOSE-OUT

I. CLEANING UP:

1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEAN-UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.
2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK. EQUIPMENT AND/OR EMPLOYEES TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS.
3. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, CURBS, DRIVEWAYS, SIDEWALKS, FENCES, MAILBOXES, SIGNS AND ANY OTHER IMPROVEMENTS REMOVED DURING CONSTRUCTION WITH THE SAME TYPE OF MATERIAL AND TO THE CONDITION WHICH EXISTED PRIOR TO THE BEGINNING OF OPERATIONS.
4. WHERE MATERIAL OR DEBRIS HAVE WASHED OR FLOWED INTO, OR HAVE BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.

B. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.

C. PROJECT RECORD DOCUMENTS:

1. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS.
2. UPON COMPLETION OF DRAINAGE IMPROVEMENTS AND LIMEROCK BASE CONSTRUCTION (AND BEFORE PLACING ASPHALT PAVEMENT OR CONCRETE PAVEMENT) THE CONTRACTOR SHALL FURNISH THE ENGINEER OF RECORD "AS-BUILT" PLANS FOR THESE IMPROVEMENTS, SHOWING THE LOCATIONS AND PERTINENT GRADES OF ALL DRAINAGE INSTALLATIONS AND THE FINISHED ROCK GRADES OF THE ROAD CROWN AND PAVEMENT EDGE OF PAVEMENT AT 25 FEET INTERVALS.
3. UPON COMPLETION OF CONSTRUCTION, AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD ONE COMPLETE SET OF ALL "AS-BUILT" CONTRACT DRAWINGS. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONS, LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS.
4. ALL "AS-BUILT" INFORMATION SHALL BE CERTIFIED BY A FLORIDA REGISTERED LAND SURVEYOR.

VII. EARTHWORK AND COMPACTION

A. EARTHWORK AND COMPACTION SHALL BE PERFORMED IN ACCORDANCE WITH BROWARD COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT STANDARDS.
B. CONTRACTOR WILL REPLACE IN KIND ANY CONCRETE/PAVEMENT DAMAGED DURING THE PLACEMENT OF CURB AND GUTTER/SIDEWALK ALONG ELLER DRIVE.

VII. PAVING

A. GENERAL:

1. ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF LIMEROCK BASE.
2. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
3. ALL ROAD CROSSINGS ARE OPEN CUT UNLESS OTHERWISE NOTED ON THE DRAWINGS.
4. WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT.
5. PAVEMENT REPAIRS SHALL BE AS PER BROWARD COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT STANDARDS.

B. MATERIALS AND INSTALLATION:

1. ALL WORKS CONFORM TO THE APPLICABLE BROWARD COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT STANDARDS.
2. STREET NAME SIGNS SHALL BE ERECTED PER BROWARD COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT STANDARDS.

IX. TESTING:

1. DENISTY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY, CERTIFIED BY THE STATE OF FLORIDA. RESULTS OF DENSITY TESTS SHALL BE SIGNED AND SEALED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA AND PROVIDED TO THE ENGINEER OF RECORD FOR REVIEW.
2. BROWARD COUNTRY INSPECTORS REQUIRE 72 HOUR NOTICE.

LEGEND

- PROPOSED WATER LINE
- PROPOSED SEWER LINE
- PROPOSED GAS LINE
- PROPOSED SANITARY CLEANOUT
- PROPOSED STORM LINE
- PROPOSED DOUBLE DETECTOR CHECK VALVE
- PROPOSED REDUCE PRESSURE CHECK VALVE AND WATER METER
- PROPOSED MANHOLE
- PROPOSED CATCH BASIN
- 8.00 PROPOSED SPOT ELEVATION
- TC8.50 BC8.00 PROPOSED TOP OF CURB ELEVATION / PROPOSED BOTTOM OF CURB ELEVATION
- TW10.00 BW9.00 PROPOSED TOP OF WALL ELEVATION / PROPOSED BOTTOM OF WALL ELEVATION
- EXISTING ELECTRIC LINE
- EXISTING DRAINAGE
- EXISTING SANITARY SEWER
- EXISTING WATER
- EXISTING LIGHT POLE
- EXISTING ELECTRICAL BOX

Date	Description	No.
9/22/23	DRC Review 2	2
10/21/22	DRC Review 1	1

Revisions

SIGNATURE

DATE SIGNED

MICHAEL CARR
PROFESSIONAL ENGINEER FL Llc. No. 72424

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Project

NSU INDUSTRIAL
1850 NE 7TH AVENUE

CITY OF DANIA BEACH
BROWARD COUNTY FLORIDA

Drawing Title

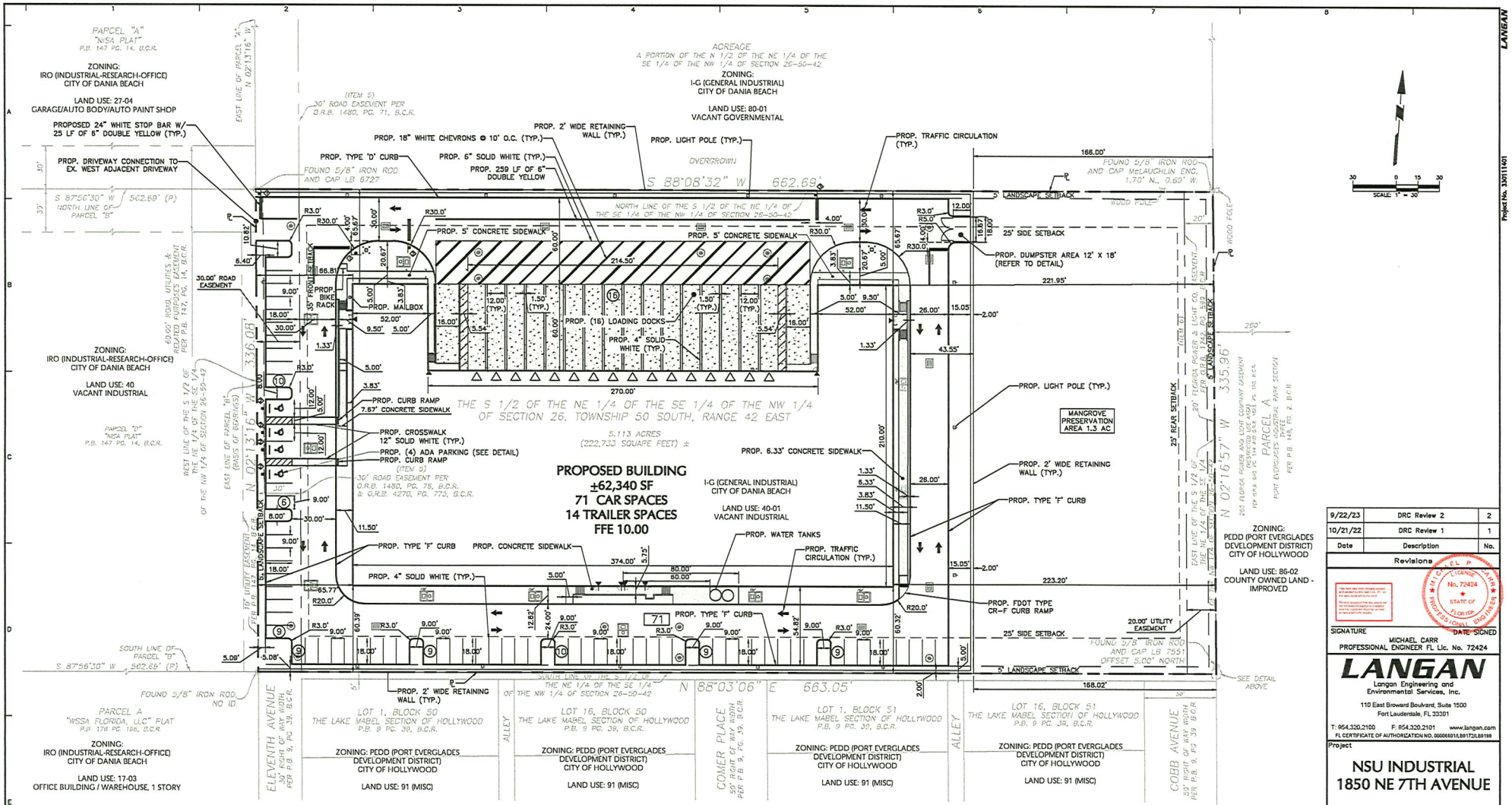
GENERAL NOTES AND SPECIFICATIONS

Project No.	Drawing No.
330111401	C-200
Date: OCTOBER 2023	
Drawn By: NCM	
Checked By: MPC	

LANGAN
Project No. 330111401

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LEGEND

- STOP SIGN (R1-1)
- HANDICAP SIGN
- STOP FOR TRUCKS SIGN
- PROPOSED MAN DOOR
- PROPOSED BAY DOOR
- (10) PARKING COUNT BY ROW

LEGAL DESCRIPTION

THE S ½ OF THE NE ¼ OF THE S/E ¼ OF THE NW ¼ OF SECTION 26, TOWNSHIP 50 SOUTH, RANGE 42 EAST, TOGETHER WITH AN EASEMENT FOR ROAD PURPOSES OVER THE WEST 30 FEET OF THE N ½ OD THE NE ¼ OF THE S/E ¼ OF THE NW ¼ OF SECTION 26, TOWNSHIP 50 SOUTH, RANGE 42 EAST, SAID LANDS LYING, BEING AND SITUATED IN BROWARD COUNTY, FLORIDA.

GENERAL NOTES

1. ALL PAVEMENT MARKING SHALL BE ALKYD BASED THERMOPLASTIC AND FULL RETRO-REFLECTORIZED PER BROWARD COUNTY HIGHWAY & TRAFFIC ENGINEERING DIVISION STANDARDS, LATEST EDITION, WITH THE EXCEPTION OF PARKING STALL STRIPING.
2. TRAFFIC SIGNS SHALL CONFORM TO BROWARD COUNTY HIGHWAY & TRAFFIC ENGINEERING DIVISION STANDARDS, LATEST EDITION.
3. ALL PARKING STRIPING AND ACCESSIBLE SPACES SHALL CONFORM TO FDOT STANDARDS, LATEST EDITION.
4. PARKING STRIPING SHALL BE OVER CONCRETE BAND PER STRIPING DETAIL.
5. ALL SIGNAGE SHALL BE HIGH-INTENSITY REFLECTIVE PER BROWARD COUNTY HIGHWAY & TRAFFIC ENGINEERING DIVISION STANDARDS, LATEST EDITION.
6. A MINIMUM OF 9 BIKE LOCKUP SPACES SHALL BE PROVIDED.

Date	Description	No.
9/22/23	DRC Review 2	2
10/21/22	DRC Review 1	1

Revisions

SIGNATURE DATE SIGNED

MICHAEL P. CARR LICENSE No. 72424 STATE OF FLORIDA PROFESSIONAL ENGINEER

MICHAEL CARR
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Project

NSU INDUSTRIAL
1850 NE 7TH AVENUE

CITY OF DANIA BEACH
BROWARD COUNTY FLORIDA

Drawing Title

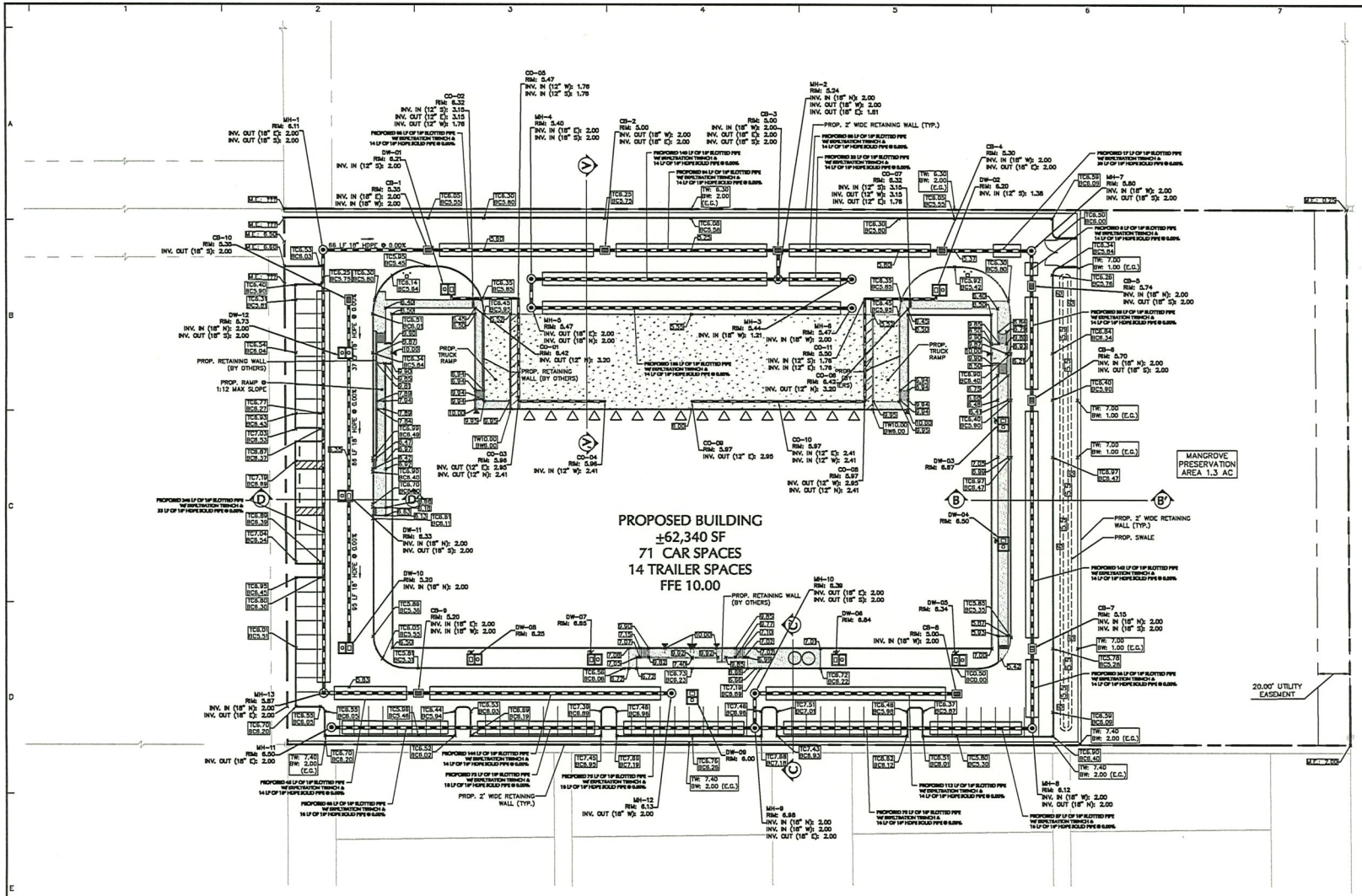
SITE PLAN

Project No.	Drawing No.
330111401	C-300
Date: OCTOBER 2023	
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Checked By: MPC	

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LANGAN Project No. 330111401



9/22/23	DRC Review 2	2
10/21/22	DRC Review 1	1
Date	Description	No.

Revisions

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Project

NSU INDUSTRIAL
1850 NE 7TH AVENUE

CITY OF DANIA BEACH
BROWARD COUNTY FLORIDA

Drawing Title

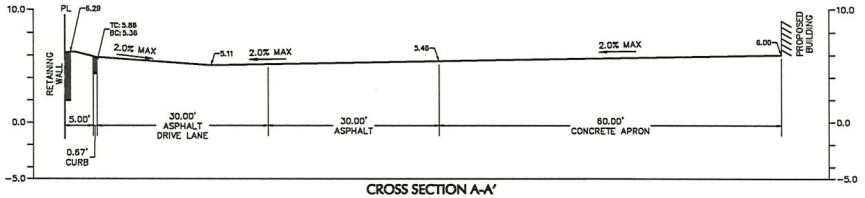
GRADING AND DRAINAGE PLAN

Project No. 330111401	Drawing No. C-400
Date OCTOBER 2023	
Drawn By NCM	
Checked By MPC	

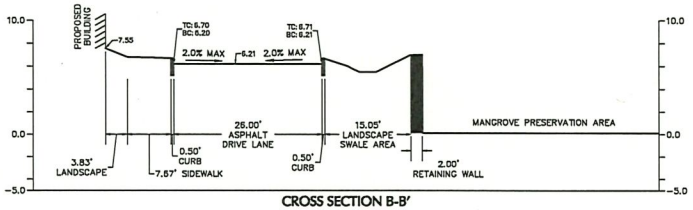
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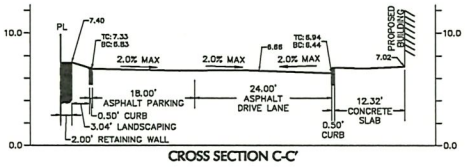
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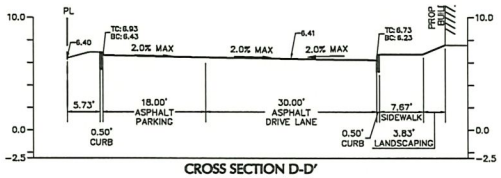
CROSS SECTION A-A'



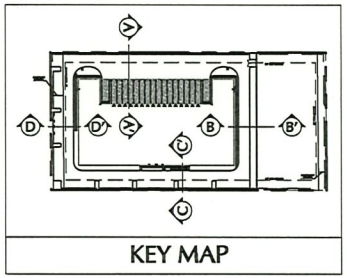
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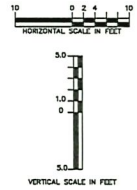
CROSS SECTION C-C'



CROSS SECTION D-D'



KEY MAP



Date	Description	No.
9/22/23	DRC Review 2	2
10/21/22	DRC Review 1	1

Revisions

This item has been digitally signed and sealed by Michael Carr, PE on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

MICHAEL CARR LICENSE No. 72424 STATE OF FLORIDA PROFESSIONAL ENGINEER

SIGNATURE DATE SIGNED

MICHAEL CARR
PROFESSIONAL ENGINEER FL Lic. No. 72424

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Project

NSU INDUSTRIAL
1850 NE 7TH AVENUE

CITY OF DANIA BEACH
BROWARD COUNTY FLORIDA

Drawing Title

TYPICAL CROSS-SECTIONS

Project No.	Drawing No.
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Date: 10/4/2023 Time: 10:59 User: nmartin Style Table: Langan.stb Layout: C-401 Document Code: 330111401-0501-CG201-0101

LANGAN Project No. 330111401

WATER/SEWER SEPARATION NOTES, IN ACCORDANCE WITH RULE 62-555.314 F.A.C.:

1. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.

2. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

ALLOWABLE LEAKAGE FORMULA,
PER ANSI/AWWA STANDARDS:
$Q = L \times D \times \sqrt{(P/148{,}000)}$

CONFLICT NOTE TABLE

GRADE 6.01, MIN. 24" COVER ① PROP. 18" HDPE STORM — TOP 3.50 BOP 2.00 MIN. 6" CLEARANCE PROP. 8" PVC SANITARY — TOP −0.49 BOP −1.16	GRADE 3.53, MIN. 24" COVER ② PROP. 18" HDPE STORM — TOP 3.50 BOP 2.00 MIN. 6" CLEARANCE PROP. 2" PVC WATER — TOP 1.00 BOP 0.83	GRADE 3.47, MIN. 24" COVER ③ PROP. 18" HDPE STORM — TOP 3.50 BOP 2.00 MIN. 6" CLEARANCE PROP. 6" DIP FIRE — TOP 1.00 BOP 0.50
GRADE 3.41, MIN. 24" COVER ④ PROP. 18" HDPE STORM — TOP 3.50 BOP 2.00 MIN. 6" CLEARANCE PROP. 6" DIP FIRE — TOP 1.00 BOP 0.50	GRADE 3.44, MIN. 24" COVER ⑤ PROP. 18" HDPE STORM — TOP 3.50 BOP 2.00 MIN. 6" CLEARANCE PROP. 6" DIP FIRE — TOP 1.00 BOP 0.50	NOTE: UTILITY LOCATIONS ARE APPROXIMATED BASED ON BEST AVAILABLE DATA. CONTRACTOR TO FIELD VERIFY DEPTHS OF EXISTING UTILITIES AND NOTIFY ENGINEER IF ANY ADJUSTMENTS ARE NEEDED PRIOR TO CONSTRUCTION

PROJECTION OF WATER, SEWER & SOLID WASTE DEMAND

62,340 SF INDUSTRIAL WAREHOUSE

WATER & SEWER DEMAND PROJECTION:
0.1 GPD/SF (PER BROWARD COUNTY 27-201)

62,340 SF x 0.1 GPF/SF = 6,234 GPD

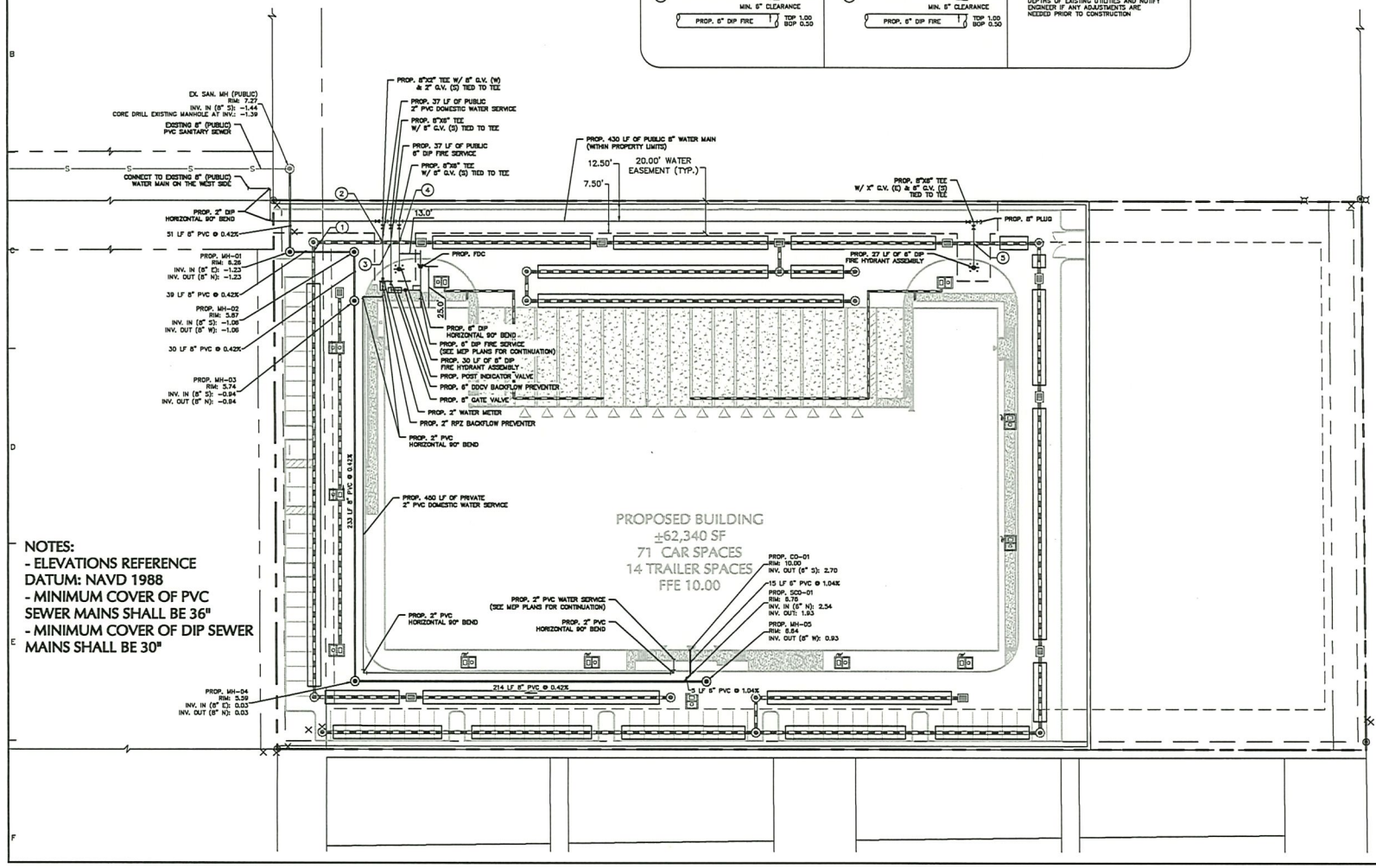
- TOTAL WATER DEMAND = 6,234 GPD
- TOTAL SEWER DEMAND = 6,234 GPD

SOLID WASTE DEMAND PROJECT
2 LBS/100 SF/DAY (PER DANIA BEACH 805-80)

62,340 SF x 2LBS/100 SF/DAY = 1,246.8 LBS/DAY

- TOTAL SOLID WASTE DEMAND = 1,246.8 LBS/DAY

30 0 15 30
SCALES: 1" = 30'



NOTES:
- ELEVATIONS REFERENCE DATUM: NAVD 1988
- MINIMUM COVER OF PVC SEWER MAINS SHALL BE 36"
- MINIMUM COVER OF DIP SEWER MAINS SHALL BE 30"

LEGEND

- PROPOSED WATER LINE
- PROPOSED SEWER LINE
- PROPOSED GAS LINE
- PROPOSED STORM LINE
- PROPOSED MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED FIRE HYDRANT
- EXISTING SANITARY SEWER
- EXISTING WATER

Date	Description	No.
9/22/23	DRC Review 2	2
10/21/22	DRC Review 1	1

Revisions

MICHAEL P. CARR — LICENCE No. 72424 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

SIGNATURE DATE SIGNED

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Project

NSU INDUSTRIAL
1850 NE 7TH AVENUE

CITY OF DANIA BEACH
BROWARD COUNTY FLORIDA

Drawing Title

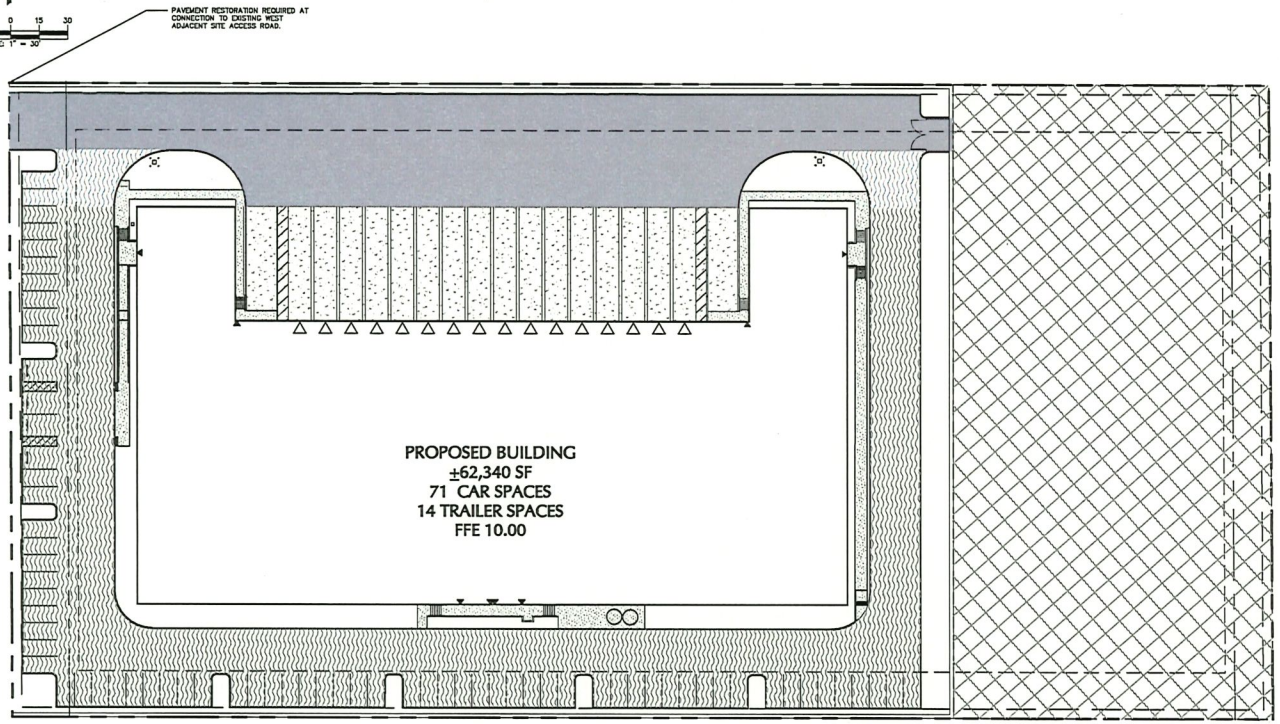
PRELIMINARY UTILITY PLAN

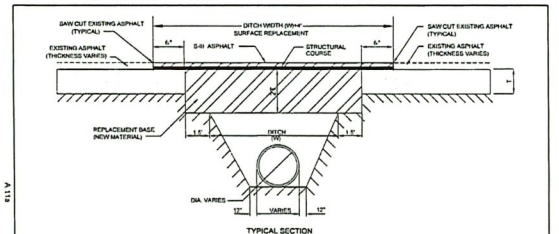
Project No.	Drawing No.
330111401	C-500
Date: OCTOBER 2023	
Drawn By: NCM	
Checked By: MPC	

Project No. 330111401

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Date: 10/4/2023 Time: 17:01 User: nmartin Style Table: Langan.stb Layout: C-500 Document Code: 330111401-0101-CU101-0101





TYPICAL SECTION

GENERAL NOTES:

1. BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL.
2. BASE MATERIAL SHALL BE PLACED IN 6" MAXIMUM LAYERS (LOOSE MEASUREMENT) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. SURFACE MATERIAL SHALL BE CONSISTENT WITH THE SURROUNDING SURFACE MATERIAL.
5. BASE MATERIAL SHALL HAVE A MIN. CARBONATE OF 70% (50% FOR LOCAL STREETS)
6. SUB GRADE MATERIAL SHALL BE GRANULAR AND ANGULAR AND SHALL HAVE A MINIMUM LBR OF 40.
7. IF THE DITCH IS FILLED TEMPORARILY, IT SHALL BE COVERED WITH A 2" THICK ASPHALT CONCRETE PATCH TO KEEP THE FILL MATERIAL FROM RAVELING. UNTIL REPLACED WITH A PERMANENT PATCH.

NOTE: THIS DETAIL APPLIES TO ALL INSTALLATIONS THAT REQUIRE AN AN OPEN CUT IN PAVEMENT

BROWARD COUNTY
HIGHWAY CONSTRUCTION
AND ENGINEERING DIVISION

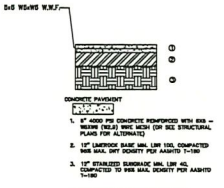
RESTORATION OF
FLEXIBLE PAVEMENT CROSSING
USING LIMEROCK BASE

Approved by DJH
Revised: 6/01/05 WRH
11
DWG. NO.

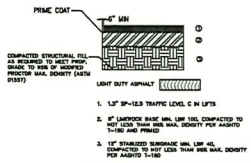
SHEET 1 OF 2

CONCRETE PAVEMENT NOTES:

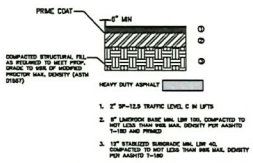
1. JOINT MATERIAL: SHALL BE OF A SILICON MATERIAL.
2. DESIGN MIX: THE CONCRETE MIX SHALL BE DESIGNED TO MEET ALL REQUIREMENTS OF CLASS I CONCRETE PER FDOT SPECIFICATIONS, SECTION 346. THE MINIMUM COMPRESSIVE STRENGTH SHALL BE 4000 PSI AT 28 DAYS; THE SLUMP SHALL BE 2 TO 4 INCHES AND MIN. 650 PSI FLEXURAL STRENGTH.
3. REINFORCING WITH 6X6 W6XW6 (W2.9) WIRE MESH.
4. SUBGRADE PREPARATION: REMOVE LOOSE MATERIAL FROM THE BASE COURSE. BASE COURSE MUST BE COMPACTED TO A DENSITY OF AT LEAST 98% OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM BEFORE PLACING CONCRETE. JUST PRIOR TO PLACING CONCRETE, MOISTEN SUBGRADE AS REQUIRED TO PROVIDE A UNIFORM DAMPENED SURFACE AT THE TIME THE CONCRETE IS PLACED.
5. SAWED JOINTS: FORM CONTRACTION JOINTS USING SAWS EQUIPPED WITH SHATTERPROOF ABRASIVE OR DIAMOND RIMMED BLADES. CUT JOINTS INTO CONCRETE PAVING AS SOON AS THE SURFACE WILL NOT BE RAVELED OR OTHERWISE DAMAGED BY CUTTING ACTION. JOINTS MUST BE COMPLETED BETWEEN FOUR (4) AND EIGHTEEN (18) HOURS AFTER PAVING HAS BEEN PLACED.
6. EXPANSION ISOLATION JOINTS: PROVIDE EXPANSION JOINTS TO ISOLATE FIXED OBJECTS ABUTTING OR WITHIN THE PAVED AREA. THEY MUST CONTAIN SILICON SEALANT MATERIAL FOR THE FULL DEPTH OF THE PAVING SLAB.
7. CONTROL JOINTS: SHALL BE PLACED AT INTERVALS NOT TO EXCEED TWENTY (20) FEET.



CONCRETE PAVEMENT



LIGHT DUTY ASPHALT PAVEMENT



HEAVY DUTY ASPHALT PAVEMENT

Date	Description	No.
9/22/23	DRC Review 2	2
10/21/22	DRC Review 1	1

Revisions

SIGNATURE DATE SIGNED

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Project

NSU INDUSTRIAL
1850 NE 7TH AVENUE

CITY OF DANIA BEACH
BROWARD COUNTY FLORIDA

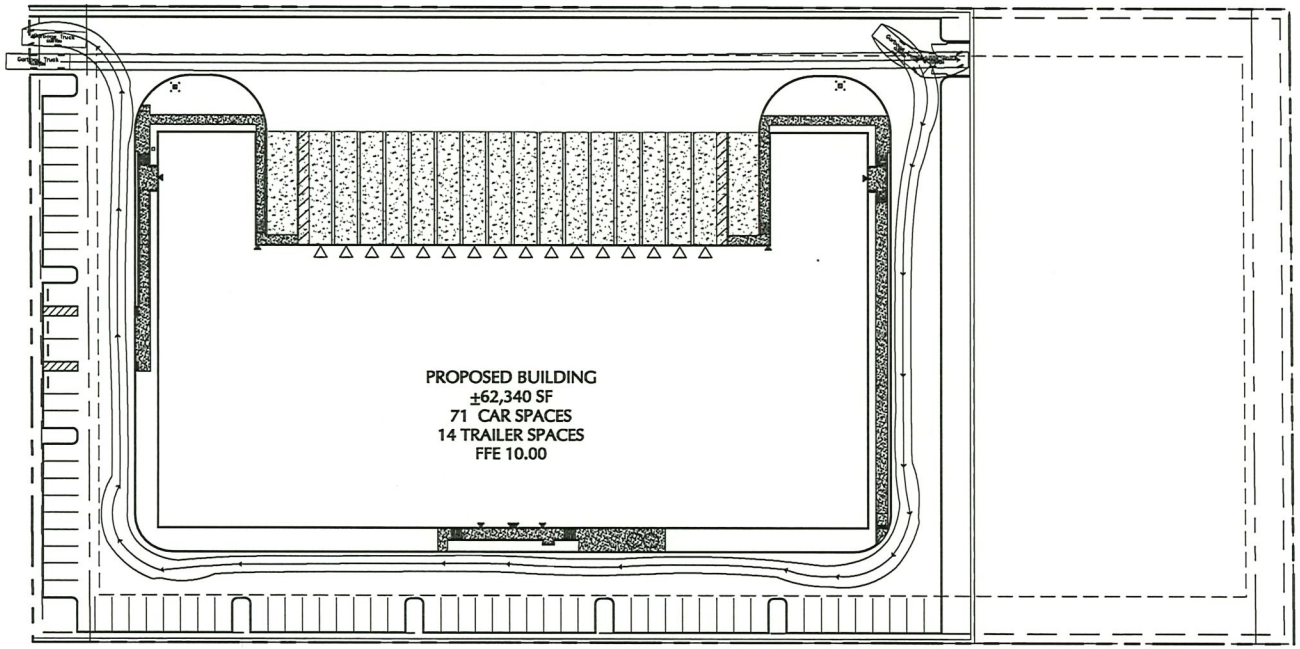
Drawing Title

PAVEMENT PLAN

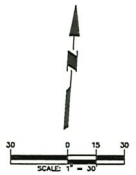
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330111401	C-600
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Drawn By: DJC	
Checked By: MPC	

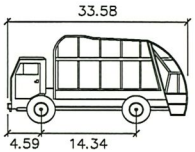
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LANGAN Project No. 330111401



GARBAGE TRUCK MOVEMENT INGRESS & EGRESS





Garbage Truck

	feet
Width	: 8.20
Track	: 7.84
Lock to Lock Time	: 6.0
Steering Angle	: 41.8

Date	Description	No.
9/22/23	DRC Review 2	2
10/21/22	DRC Review 1	1

Revisions

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Project

NSU INDUSTRIAL
1850 NE 7TH AVENUE

CITY OF DANIA BEACH
BROWARD COUNTY FLORIDA

Drawing Title

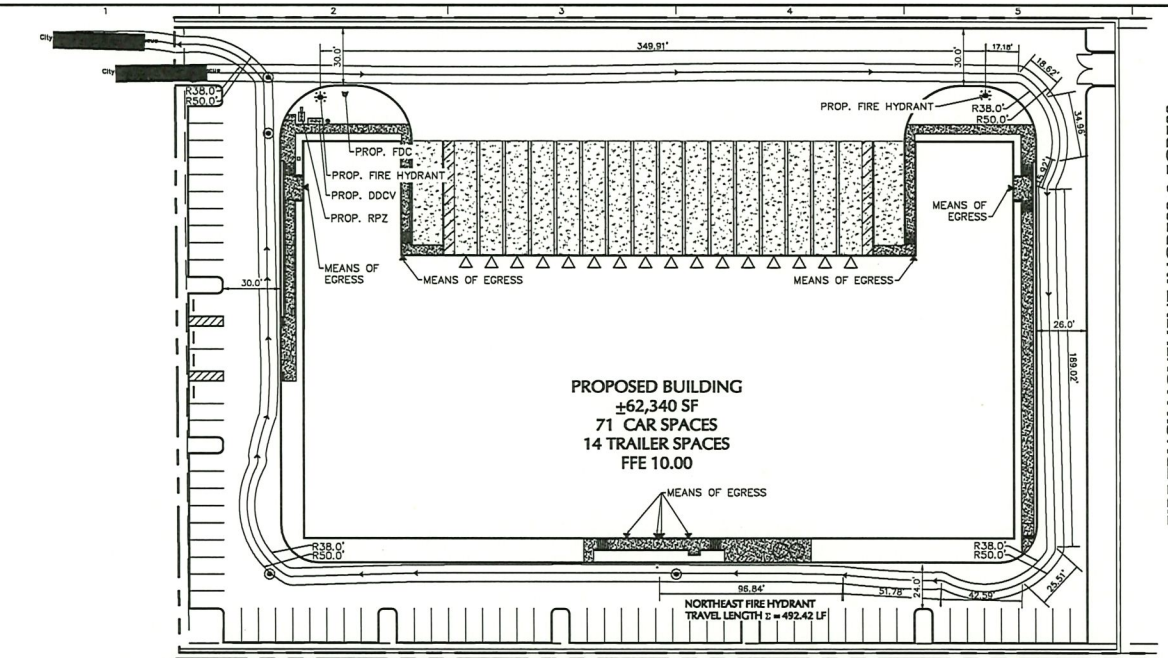
GARBAGE TRUCK CIRCULATION PLAN

Project No.	Drawing No.
330111401	C-700
Date: OCTOBER 2023	
Drawn By: DJC	
Checked By: MPC	

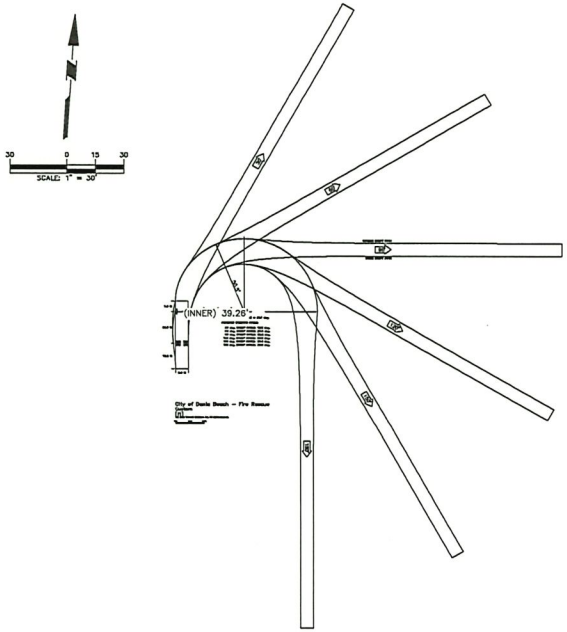
Project No. 330111401

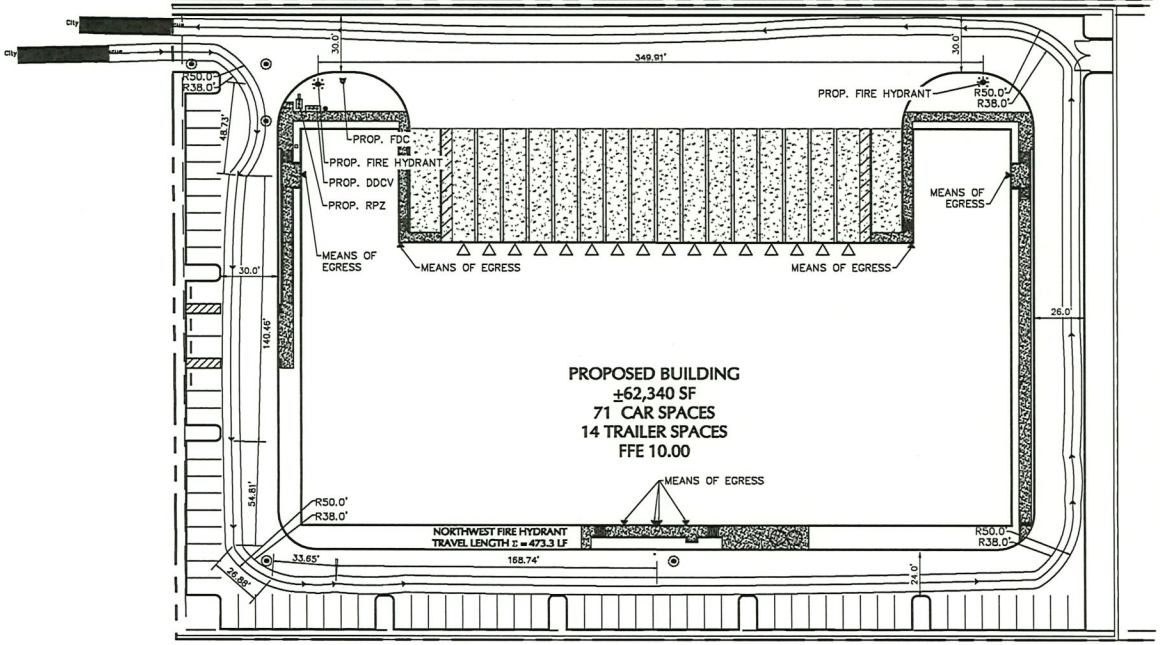
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FIRE TRUCK MOVEMENT INGRESS & EGRESS
EAST PATH

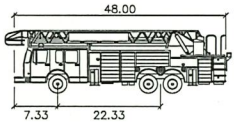




FIRE TRUCK MOVEMENT INGRESS & EGRESS
SOUTH PATH

NOTES:

1. ALL PAVED FIRE DEPARTMENT ACCESS ROADS SHALL BE CAPABLE OF SUPPORTING 32 TONS.
2. NO PARKING SIGNAGE OR CURB MARKING WILL BE REQUIRED FOR FIRE DEPARTMENT ACCESS ROADS AND LANES, FOR ALL ROAD WIDTHS LESS THAN 28' WIDE.
3. ROAD WIDTHS BETWEEN 28'-35', PARKING WILL BE RESTRICTED TO ONE SIDE.
4. ROAD WIDTHS LESS THAN 28', PARKING WILL BE RESTRICTED ON BOTH SIDES OF THE ROAD.
5. A TWO-WAY RADIO COMMUNICATIONS ENHANCEMENT SYSTEM (BI-DIRECTIONAL AMPLIFIER -BDA) FOR PUBLIC SAFETY RADIOS MAY BE REQUIRED. THE DETERMINATION WILL BE SUBJECT TO THE RADIO SIGNAL PROPAGATION AND A DIGITAL AUDIO QUALITY (DAQ) TEST.



City of Dania Beach – Fire Rescue

feet

Width	: 9.00
Track	: 9.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.7

Date	Description	No.
9/22/23	DRC Review 2	2
10/21/22	DRC Review 1	1

Revisions

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Project

NSU INDUSTRIAL
1850 NE 7TH AVENUE

CITY OF DANIA BEACH
BROWARD COUNTY FLORIDA

Drawing Title

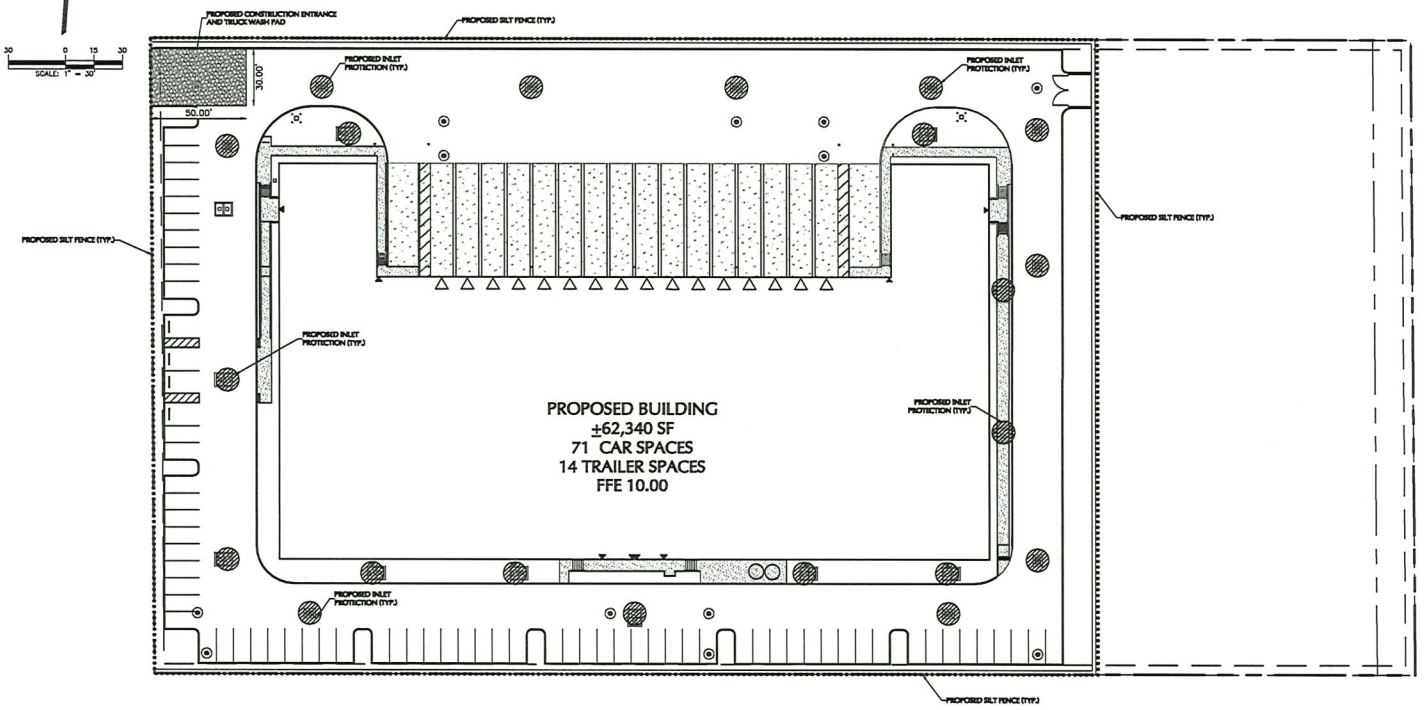
FIRE TRUCK CIRCULATION PLAN

Project No.	Drawing No.
330111401	C-701
Date: OCTOBER 2023	
Drawn By: NCM	
Checked By: MPC	

LANGAN
Project No. 330111401

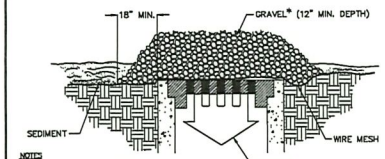
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EROSION AND SEDIMENT CONTROL NOTES:

1. THE CONTRACTOR SHALL INSTALL AND MAINTAIN SILT FENCE, IN ACCORDANCE WITH FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL MANUAL, AROUND THE PERIMETER OF ALL EARTH DISTURBANCES. SILT FENCES SHALL REMAIN IN PLACE UNTIL PERMANENT STABILIZATION OF DISTURBED AREAS IS COMPLETED.
2. THE CONTRACTOR SHALL SEED AND MULCH OR SOD SWALES, PONDS, AND/OR GREEN AREAS IMMEDIATELY AFTER CONSTRUCTION OF THESE AREAS ARE COMPLETED.
3. THE CONTRACTOR SHALL PROVIDE SILTATION REDUCTION DEVICES FOR THE DISCHARGE FROM ANY DEWATERING PROCESS SO THAT DIRECT DISCHARGE DOES NOT OCCUR.
4. THE CONTRACTOR SHALL CHECK ALL EROSION AND SILTATION CONTROL DEVICES WEEKLY AND/OR WITHIN 24 HOURS OF STORM EVENT THAT PRECIPITATES ½ INCH OR GREATER AND REPAIR OR REPLACE THEM AS REQUIRED. SILT FENCES SHALL REMAIN IN PLACE UNTIL PERMANENT STABILIZATION OF DISTURBED AREAS IS COMPLETED.
6. THE REQUIREMENTS LISTED ON THIS DOCUMENT SHALL BE CONSIDERED MINIMUM REQUIREMENTS AND THE CONTRACTOR SHALL USE WHATEVER METHODS DEEMED NECESSARY TO PREVENT EROSION AND SILTATION AS MAY BE REQUIRED FROM THE PROJECT, AND APPROVED BY THE AUTHORITIES HAVING JURISDICTION.
7. THE CONTRACTOR SHALL CONTROL ALL DUST ORIGINATING ON THIS PROJECT BY WATERING OR OTHER METHODS AS APPROVED BY THE OWNER AND ENGINEER OF RECORD.
8. ALL PRACTICABLE AND NECESSARY EFFORT, INCLUDING BUT NOT LIMITED TO THE USE OF STAKED HAY BALES OR STAKED SILT SCREEN BARRIERS, SHALL BE TAKEN DURING CONSTRUCTION TO CONTROL AND PREVENT EROSION AND TRANSPORT OF SEDIMENT MATERIALS TO SURFACE WATER CONVEYANCE DITCHES, INLETS, SURFACE DRAINS, WETLANDS AND LAKE AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RESTORATION EFFORTS THAT MAY BE REQUIRED TO MITIGATE EROSION OR SEDIMENTATION EFFECTS OCCURRING DURING THE WORK.
9. TEMPORARY SILTATION CONTROL BARRIERS (E.G. SILT FENCE) SHALL BE INSTALLED WHERE EARTH DISTURBANCES ARE WITHIN 100 FEET OF SURFACE WATER CONVEYANCE SYSTEMS AND WETLANDS.
10. IT IS RECOMMENDED THAT THE CONTRACTOR MARK OUT THE LANDWARD SIDE OF WETLAND / BUFFERS TO PREVENT UNINTENTIONAL WETLAND BUFFER IMPACTS DURING CONSTRUCTION.
11. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES AND DEVICES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKDAY.
12. ALL EROSION CONTROL DEVICES SHALL FOLLOW STANDARDS AND DETAILS IN THE CURRENT FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL MANUAL.
13. ON SLOPES OR DITCHES WHICH ARE TOO STEEP FOR THE USE OF GRASSING, SUITABLE EROSION PROTECTION SHALL BE PROVIDED BY DITCH OR SLOPE PAVEMENT, ADEQUATE FOR PERMANENT PROTECTION. IN NO CASE WILL ANY AREA WHICH IS SUBJECT TO DETRIMENTAL EROSION BE ACCEPTABLE UNLESS SUCH PROTECTION IS PROVIDED.
14. CONTRACTOR SHALL IMPLEMENT THE CONSTRUCTION ENTRANCE POLLUTION PREVENTION FEATURES WHEREVER AN ENTRANCE TO THE SITE IS UTILIZED FOR CONSTRUCTION.



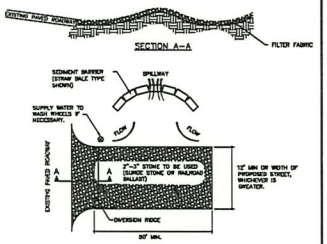
NOTES:
1. WIRE MESH SHALL BE LAID OVER THE DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF ONE FOOT (30 CM) BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH A ½ INCH (13 MM) OPENINGS SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED AT LEAST 1 FT. (30 CM).
2. FDOT NO. 1 COARSE AGGREGATE (1.5" TO 3.5" STONE)(4-9CM) SHALL BE PLACED OVER THE WIRE MESH AS SHOWN. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES. OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIDES.
3. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONES MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.
4. THIS FILTERING DEVICE HAS NO OVERFLOW MECHANISM. THEREFORE, PONDING IS LIKELY ESPECIALLY IF SEDIMENT IS NOT REMOVED REGULARLY.
5. ALTERNATE STORM DRAIN INLET PROTECTION METHODS AS SHOWN IN THE FLORIDA EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL MAY BE USED, IF APPROVED BY THE GOVERNING AGENCIES AND THE ENGINEER OF RECORD.

SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED, BUT NOT WHERE PONDING AROUND THE STRUCTURE MIGHT CAUSE EXCESSIVE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES AND UNPROTECTED AREAS.

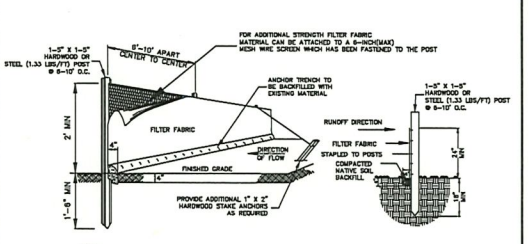
*— GRAVEL SHALL BE FDOT #3, #357 OR #5 COARSE AGGREGATE

INLET SEDIMENT FILTER



NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON A AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

CONSTRUCTION ENTRANCE



NOTE:
1. IN AREAS WHERE ANCHOR TRENCH CANNOT BE DUG, FABRIC WILL BE LAID ON SURFACE AND COVERED WITH MINIMUM 4" DEPTH OF SOIL.
2. WHEN ATTACHING 2 SILT FENCES TOGETHER, PLACE THE END POST OF THE SECOND FENCE INSIDE THE END POST OF THE FIRST FENCE, ROTATE BOTH POSTS AT LEAST 180 DEGREES IN A CLOCKWISE DIRECTION TO CREATE A TIGHT SEAL WITH THE FILTER FABRIC. DRIVE BOTH POSTS INTO THE GROUND AND BURY THE FLAP.
3. SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.

SILT FENCE

Date	Description	No.
9/22/23	DRC Review 2	2
10/21/22	DRC Review 1	1

Revisions

MICHAEL P. CARR — LICENSE No. 72424 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

SIGNATURE DATE SIGNED

MICHAEL CARR
PROFESSIONAL ENGINEER FL Lic. No. 72424

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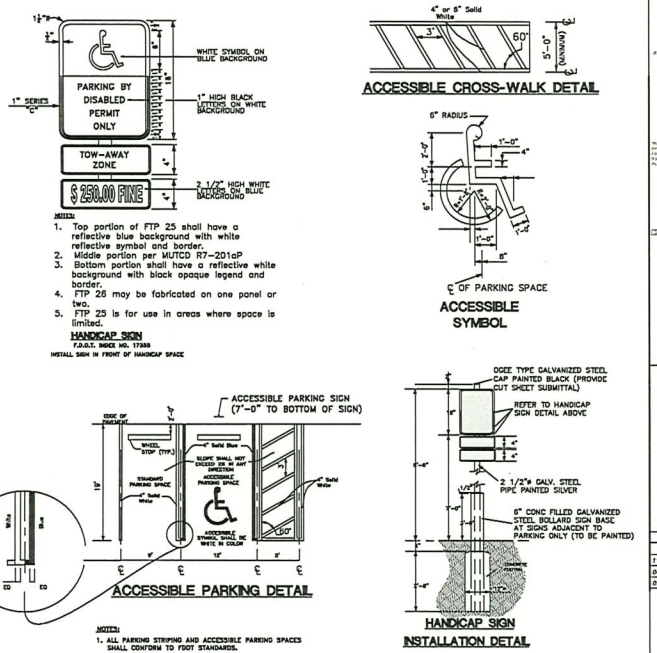
Project
NSU INDUSTRIAL
1850 NE 7TH AVENUE
CITY OF DANIA BEACH
BROWARD COUNTY FLORIDA

Drawing Title
SOIL EROSION AND SEDIMENT CONTROL PLAN

Project No.	Drawing No.
330111401	C-800
Date: OCTOBER 2023	
Drawn By: VE	
Checked By: MPC	

LANGAN
Project No. 330111401

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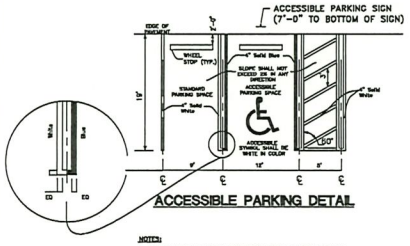
NOTES:
1. Top portion of FTP 25 shall have a reflective blue background with white reflective symbol and border.
2. Middle portion per MUTCD R7-201aP
3. Bottom portion shall have a reflective white background with black opaque legend and border.
4. FTP 26 may be fabricated on one panel or two.
5. FTP 25 is for use in areas where space is limited.

HANDICAP SIGN
F.D.O.T. INDEX NO. 17355
INSTALL SIGN IN FRONT OF HANDICAP SPACE

ACCESSIBLE CROSS-WALK DETAIL

℄ OF PARKING SPACE

ACCESSIBLE SYMBOL

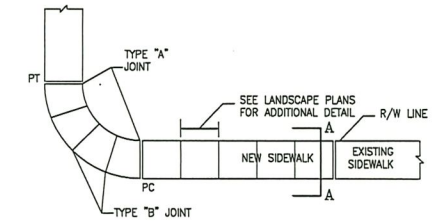


ACCESSIBLE PARKING DETAIL

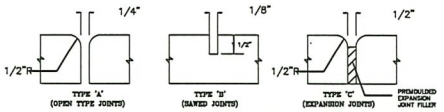
NOTES:
1. ALL PARKING STRIPING AND ACCESSIBLE PARKING SPACES SHALL CONFORM TO FDOT STANDARDS.

HANDICAP SIGN INSTALLATION DETAIL

ADA DETAILS



PLAN



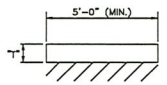
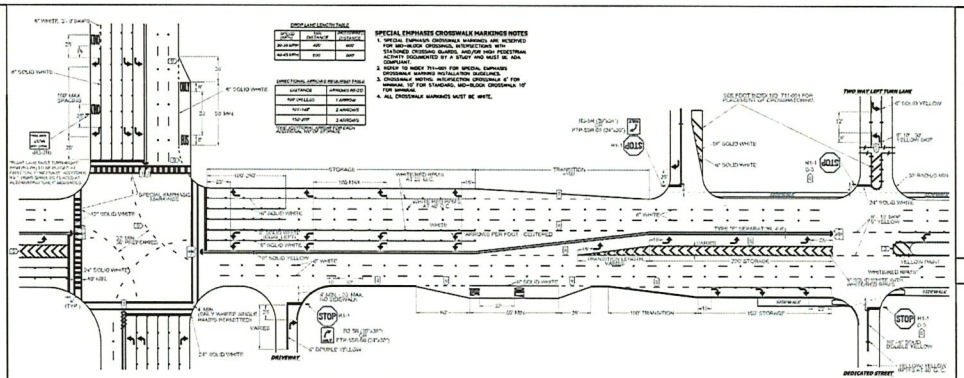


TABLE OF SIDEWALK THICKNESS – "T"	
"T"	LOCATION
4"	TYPICAL
"8"	AT AREAS WHERE THERE IS VEHICULAR ACTIVITY

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
"A"	P.C. P.T. OF CURVES & WHERE SIDEWALK ABUTS CONCRETE DRIVEWAY.
"B"	5'-0" CENTER TO CENTER ON SIDEWALKS.
"C"	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES.

STANDARD CONCRETE SIDEWALK DETAIL



NOTES

1. ALL PAVEMENT MARKINGS SHALL BE ALKYD GLASS THERMOPLASTIC AND FULLY RETROREFLECTORIZED.
2. ALL PAVEMENT MARKINGS ON PAVER EXISTING SHALL BE 3M 380/381 SERIES TAPE OR EQUIVALENT AND APPLIED WITH PRO ADHESIVE AS PER MANUFACTURERS SPECIFICATIONS.
3. ALL PAVEMENT MARKINGS AND SIGNING SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", ROTED STANDARDS, AND FDOT DESIGN STANDARDS.
4. SEE FDOT INDEX NO 706-001 FOR PLACEMENT OF RPM'S (FOR BULLNOSE RPM TREATMENT, SEE LEGEND NO. 1)
5. RPM'S SHALL BE CLASS "B" OR EQUIVALENT, APPLIED WITH EPOXY OR BITUMINOUS ADHESIVE.
6. FDOT APPROVED SEALER SHALL BE USED WHEN APPLYING MARKINGS ON CONCRETE.
7. FOR BIKE LANE DETAILS SEE FDOT INDEX NO. 711-002.
8. EXISTING MARKINGS SHALL BE REMOVED BY WATER BLASTING OR SAND BLASTING.
9. ALL STOP LINES TO BE 4" BEHIND CROSSWALK OR TEXTWALK.
10. PAVEMENT MARKING REFLECTIVITY SHALL BE UNIFORM ACROSS THE ENTIRE STRIPE AND SHALL HAVE A MINIMUM RETROREFLECTIVITY MEASURE OF 250 MILLICANDELAS FOR WHITE AND 175 MILLICANDELAS FOR YELLOW.
11. ALL PRODUCTS MUST BE ON FDOT'S APPROVED PRODUCTS LIST (APL).
12. RPMS SHALL NOT BE INSTALLED ADJACENT TO BIKE LANES.
13. LONGITUDINAL CROSSWALK MARKINGS SHALL BE INSTALLED AT ALL CROSS STREETS ON COUNTY ROADS THAT ARE FOUR LANES OR GREATER.

LEGEND

- YELLOW/YELLOW RPM DETAILS
- EDGE LINE DETAILS
- TYPE IV SEPARATOR DETAILS
- MEDIAN NOSE PAINT DETAILS
- CHEVRON DETAILS - CROSSWALK AREAS AND IN FRONT OF CURB RAMPS
- 6"-24" SKIP DETAILS
- 2'-4" SKIP DETAILS
- PAINTED MEDIAN DETAILS
- STREET NAME BLADE DETAILS

STOP SIGN NOTE

WHERE SIDE ROADS INTERSECT A MULTI-LANE STREET OR HIGHWAY THAT HAS A SPEED LIMIT OF 45 MPH OR GREATER, THE MINIMUM SIZE OF THE STOP SIGNS FACING TRAFFIC ON THE SIDE ROAD SHALL BE 36"X36". EVEN IF THE SIDE ROAD ONLY HAS ONE APPROACH LANE, SHALL BE 36"X36".

WHERE SIDE ROADS INTERSECT A MULTI-LANE (INCLUDING TURN LANE) STREET OR HIGHWAY THAT HAS A SPEED LIMIT OF 40 MPH OR LOWER, THE MINIMUM SIZE OF THE STOP SIGN FACING THE SIDE ROAD APPROACHES SHALL BE 30"X30".

REVISIONS	
DATE	DESCRIPTION
11-24-2020	UPDATED NOTES
04-14-2021	UPDATED NOTES
05-06-2022	UPDATED NOTES

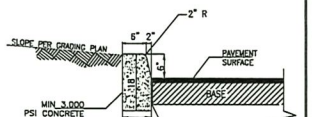
BROWARD COUNTY FLORIDA

PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

DESIGN BY: CARMELO CARATOZZOLO, P.E.
DRAWN BY: STEPHON RAMOUTAR
CHECKED BY: CARMELO CARATOZZOLO, P.E.
SCALE: NTS

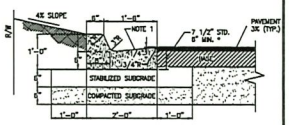
PAVEMENT MARKINGS AND SIGNS DETAILS

SHEET NO. 1 OF 1



NOTE:
1. PROVIDE 1/8" – 1/4" CONTRACTION JOINTS AT 10 FEET ON-CENTER

FDOT TYPE D CURB



FDOT TYPE F CURB

9/22/23	DRC Review 2	2
10/21/22	DRC Review 1	1
Date	Description	No.

Revisions

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SITE DETAILS

Project No.	Drawing No.
330111401	C-900
Date: OCTOBER 2023	
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Checked By: MPC	

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LANGAN Project No. 330111401

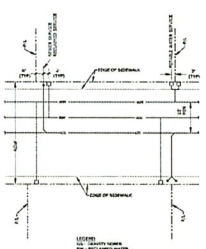
BROWARD COUNTY PUBLIC WORKS DEPARTMENT — STANDARD DETAIL

811 Know what's below. Call before you dig.

1. PRIOR TO BEGINNING ANY WORK, CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES THAT HAVE FACILITIES WITHIN THE LIMITS OF PROJECT AREA.
2. THE SAINT AUGUSTINE SHALL APPEAR ON EVERY LINEAR STREET IN ALL LANDSCAPE PLANS SUBMITTED TO THE COUNTY.

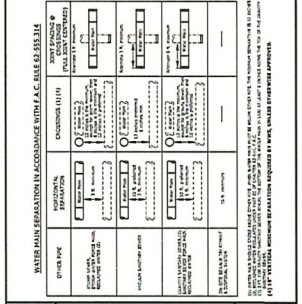
REVISED	UTILITY LOCATES	FIGURE
7/7/2021		101

BROWARD COUNTY PUBLIC WORKS DEPARTMENT — STANDARD DETAIL



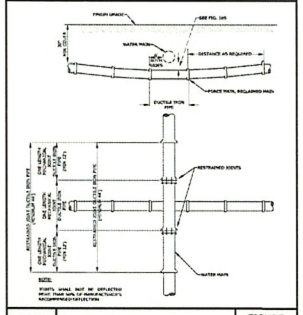
REVISED	UTILITY LOCATIONS	FIGURE
7/7/2021		104

BROWARD COUNTY PUBLIC WORKS DEPARTMENT — STANDARD DETAIL



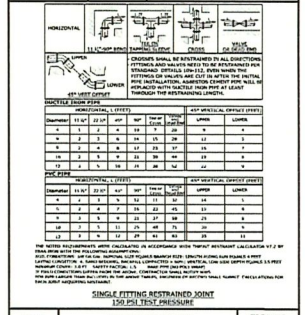
REVISED	WATER MAIN SEPARATION	FIGURE
7/7/2021		105

BROWARD COUNTY PUBLIC WORKS DEPARTMENT — STANDARD DETAIL



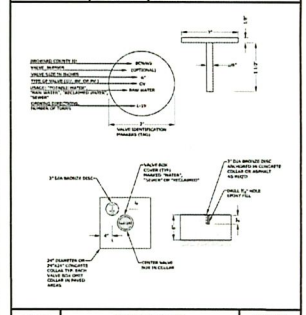
REVISED	STANDARD UTILITY CROSSING	FIGURE
7/7/2021		106

BROWARD COUNTY PUBLIC WORKS DEPARTMENT — STANDARD DETAIL



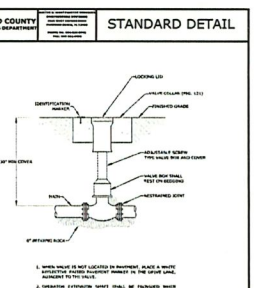
REVISED	RESTRAINED JOINT REQUIREMENTS SINGLE FITTING	FIGURE
7/7/2021		109

BROWARD COUNTY PUBLIC WORKS DEPARTMENT — STANDARD DETAIL



REVISED	VALVE COLLAR AND IDENTIFICATION MARKER	FIGURE
7/7/2021		121

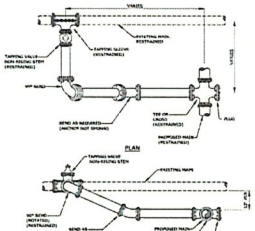
BROWARD COUNTY PUBLIC WORKS DEPARTMENT — STANDARD DETAIL



1. WHEN VALVE IS NOT LOCATED IN PAVEMENT, PLACE A WHITE REFLECTIVE PAVED PAVEMENT MARKER IN THE GRUVE LANE, ALIGNED TO THE VALVE.
2. OPERATING EXTENSION (WHITE STEM) SHALL BE PACKAGED WHEN OPERATING NUT IS MORE THAN 24" BELOW TOP OF VALVE BOX.
3. PVC PIPE OR DUCTILE IRON PIPE IS NOT ACCEPTABLE FOR VALVE BOX RISER.

REVISED	VALVE BOX DETAIL	FIGURE
7/7/2021		123

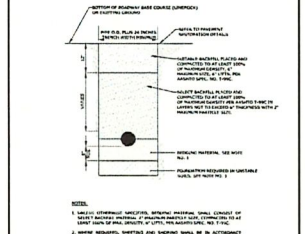
BROWARD COUNTY PUBLIC WORKS DEPARTMENT — STANDARD DETAIL



NOTES:
1. ALL JOINTS TO BE RESTRAINED BY APPROVED METHODS.
2. 3" CONNECTION IS PRIOR TO STEEL CLEARANCE THEN A SECOND VALVE WITH VAULT IS REQUIRED.

REVISED	TYPICAL CONNECTION TO EXISTING MAIN	FIGURE
7/7/2021		131

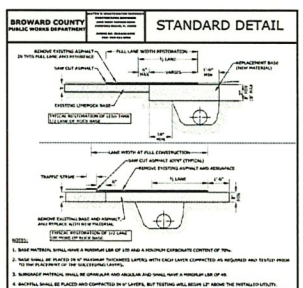
BROWARD COUNTY PUBLIC WORKS DEPARTMENT — STANDARD DETAIL



NOTES:
1. UNLESS OTHERWISE SPECIFIED, BEDDING MATERIAL SHALL CONSIST OF SELECT BACKFILL MATERIAL, 3/4" MAXIMUM DIAMETER SIZE, CLEANED ONLY TO AT LEAST 100% OF MAX. DENSITY, AT LEAST 95% MODIFIED SPEC. NO. 7 FAC.
2. WHERE REQUIRED, SHEETING AND BRACING SHALL BE IN ACCORDANCE WITH OSHA REQUIREMENTS.
3. WHERE UNSTABLE SOILS ARE ENCOUNTERED, INCLUDING MUCK, PEAT OR OTHER ORGANIC SOILS, PLASTIC SILT AND CLAYS, A FOUNDATION IS REQUIRED AS DETERMINED BY THE ENGINEER OF RECORD

REVISED	TYPICAL TRENCH BACKFILL	FIGURE
7/7/2021		180

BROWARD COUNTY PUBLIC WORKS DEPARTMENT — STANDARD DETAIL

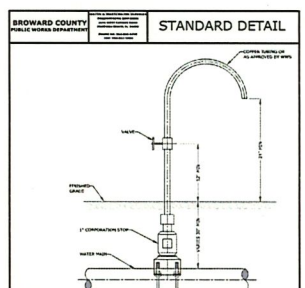


NOTES:
1. BASE MATERIAL SHALL HAVE A MINIMUM LBR OF 100 AND A MAXIMUM CARBONATE CONTENT OF 70%.
2. BASE SHALL BE PLACED IN 6" MAXIMUM THICKNESS LAYERS, WITH EACH LAYER COMPACTED AS REQUIRED AND TESTED PRIOR TO THE PLACEMENT OF THE SUCCEEDING LAYERS.
3. SURFACING MATERIAL SHALL BE ASPHALTIC AND SHALL HAVE A MINIMUM LBR OF 40.
4. BACKFILL SHALL BE PLACED AND COMPACTED IN 6" LAYERS, BUT TESTING WILL BEGIN 12" ABOVE THE INSTALLED UTILITY.
5. ALL EDGES OF EXISTING ASPHALT PAVEMENT THAT ARE TO BE REMAINING SHALL BE SAW CUT OR STRAIGHT LINES PARALLEL TO OR PERPENDICULAR TO THE ROADWAY, PRIOR TO RESURFACING.
6. RESURFACING MATERIAL SHALL BE CONSISTENT WITH SURROUNDING SURFACE, AND SHALL BE APPLIED IN 2 LIFTS, A MINIMUM OF ½ INCH.
7. TRAFFIC STRIPES SHALL NOT BE PLACED DIRECTLY ON TOP OF THE JOINT
8. FDA STATE RUNDS REFER TO FDOT SPECIFICATIONS AND REQUIREMENTS.

T = SYSTEMS LINEROCK BASE THICKNESS.

REVISED	RESTORATION OF ROADWAY CUT FOR PARALLEL UTILITY INSTALLATION	FIGURE
7/7/2021		182

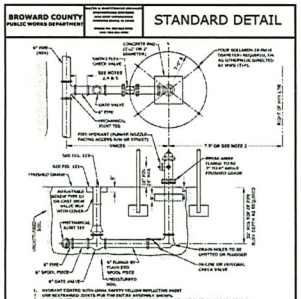
BROWARD COUNTY PUBLIC WORKS DEPARTMENT — STANDARD DETAIL



NOTES:
1. SAMPLE POINTS SHALL BE LOCATED AND LATER REMOVED AS REQUIRED BY DEPARTMENT OF ENVIRONMENTAL PROTECTION.
2. CORPORATION STOP SHALL BE CLOSED AND PLUG/CAP/CHAINED WITH A BRASS FITTING AFTER HEALTH DEPARTMENT CLEARANCE.
3. SAMPLING POINTS MAY BE PLACED AT THE ENDS OF WATER MAINS/LINES BEFORE THE METERS AND ON ELBOW OPPS AFR TERMINAL WATER MAINS, WHERE DIRECTED AND ELBOW OPPS AND MOUNTS OF THE PLANS.

REVISED	SAMPLING POINT	FIGURE
7/7/2021		206

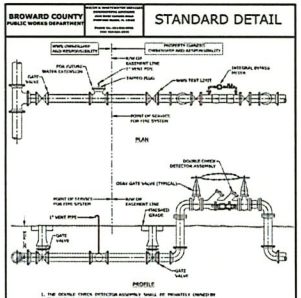
BROWARD COUNTY PUBLIC WORKS DEPARTMENT — STANDARD DETAIL



1. HYDRANT COATING WITH SPRAY SAFETY YELLOW REFLECTIVE PAINT
2. HYDRANT SHALL BE INSTALLED WITH 7.5' OF PIPE BURIED MINIMUM.
3. HYDRANT SET BACK SHALL CONFORM TO FDOT AND BUILDING REQUIREMENTS, WHERE APPLICABLE.
4. GATE VALVE IS NORMALLY LOCATED NEXT TO TEE.
5. 6" GATE VALVE SHALL BE INSTALLED WITHIN 10 FEET OF THE HYDRANT TO ELIMINATE THAW TO FREE ANOTHER GATE VALVE SHALL BE PROVIDED CLOSE TO THE HYDRANT. THIS SECOND VALVE SHALL BE INSTALLED WITHIN 5' OF THE FIRST HYDRANT. CHECK VALVE SHALL BE WITHIN 5' OF FIRST HYDRANT UNLESS CHECK VALVE INTEGRAL TO HYDRANT.
6. HYDRANT PIPED WITH MJ SHALL BE TAPPED FOR A MINIMUM 1" TAP UPSTREAM OF THE ISOLATION GATE VALVE.
7. A BLUE RAISED REFLECTIVE PAVEMENT MARKER SHALL BE PLACED AT THE CENTER LINE OF THE OUTSIDE ROADWAY LANE TO IDENTIFY THE FIRE HYDRANT LOCATION.

REVISED	FIRE HYDRANT INSTALLATION	FIGURE
7/7/2021		231

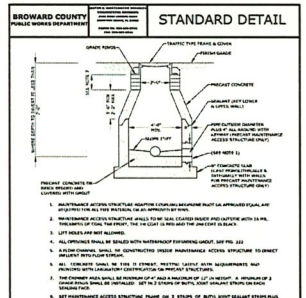
BROWARD COUNTY PUBLIC WORKS DEPARTMENT — STANDARD DETAIL



1. THE DOUBLE CHECK DETECTOR ASSEMBLY SHALL BE PRIVATELY OWNED BY PROPERTY OWNER, WHO WILL ONLY MAINTAIN THE DOMESTIC METER.
2. FIRE SYSTEM TO BE CONSTRUCTED/TESTED IN ACCORDANCE WITH NFPA 13 OR 13R, AS ALL APPLICABLE.
3. 6" MAIN MAY TO BE APPROVED AFTER NFPA 1 REVIEW.
4. DETECTOR ASSEMBLY SHALL BE INSTALLED WITHIN 5' OF THE FIRE SERVICE MAIN.
5. PROVIDE RED POLYETHYLENE CONTROL.

REVISED	TYPE 1 PRIVATE FIRE PROTECTION 4", 6" AND 8" DIAMETER CONNECTION	FIGURE
7/7/2021		235

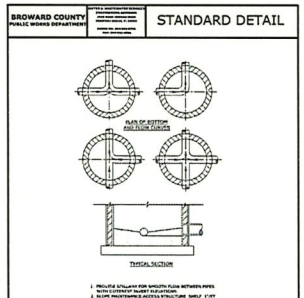
BROWARD COUNTY PUBLIC WORKS DEPARTMENT — STANDARD DETAIL



1. MAINTENANCE ACCESS STRUCTURE ADAPTIVE COUPLING REQUIRED PLUS (or APPROVED EQUAL) ARE ATTACHED TYPE ALL TYPE MATERIAL OR AS APPROVED BY WWS.
2. MAINTENANCE ACCESS STRUCTURE WALLS TO BE SEAL COATED INSIDE AND OUTSIDE WITH 24 MIL THICKNESS OF TOTAL THE EPOXY, THE 1st COAT 12 MILS AND THE 2ND COAT 12 MILS.
3. LIFT HOLES ARE NOT ALLOWED.
4. ALL OPENINGS SHALL BE SEALED WITH WATERPROOF NON-SHRINK GROUT, SEE PDS. 322
5. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MAINTENANCE ACCESS STRUCTURE TO DIRECT INFLUENT WITH FLOW STREAM.
6. ALL CONCRETE SHALL BE TYPE II CEMENT, MEETING LATEST ASTM REQUIREMENTS, MAY PROJECTS WITH LIMEROCK CONSTRUCTION USE PRECAST STRUCTURES.
7. THE CHIMNEY RISER SHALL BE MINIMUM OF 4" AND A MAXIMUM OF 12" IN HEIGHT. A MINIMUM OF 2 GRADE RINGS SHALL BE INSTALLED. SET IN 2 STRIPS OF BUTYL JOINT SEALANT STRIPS ON EACH SIDE OF THE RING.
8. THE MAINTENANCE ACCESS STRUCTURE FRAME AND 2 STRIPS OF BUTYL JOINT SEALANT STRIPS PLUS A BED OF DUPLICATE EXPERT AND SOLIDA SAND WITH MORTAR OR GROUT AND OUTSIDE BUTYL KNEE SEALANT.
9. APPLY MORTAR COATING TO INSIDE AND OUTSIDE OF CHIMNEY. BRING MORTAR UP AND CURE FROM (SEE NOTE 10 BELOW).
10. IF CONFINED AUTO-VACUUM, ACCEPT IS USED IN THE CONCRETE OR MORTAR MIX, SUPERSIX LOOKING MAY BE ELIMINATED.

REVISED	SHALLOW MAINTENANCE ACCESS STRUCTURE	FIGURE
7/7/2021		311

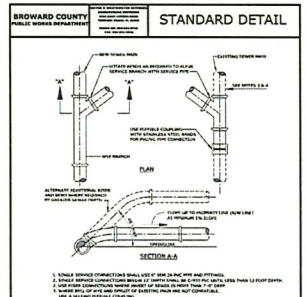
BROWARD COUNTY PUBLIC WORKS DEPARTMENT — STANDARD DETAIL



1. PROVIDE STILLWAY FOR SMOOTH FLOW BETWEEN PIPES WITH CONSISTENT INVERT ELEVATIONS.
2. FLOW CHANNEL SHALL BE CONSTRUCTED TO CONFORM SMOOTH TRANSITIONS ACROSS STRUCTURE WALLS TO CHANNEL.
3. INVERT CHANNEL TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO OBSTRUCTIONS.
4. CHANNEL SHALL BE PRECAST CONCRETE OR FILLED WITH MASON CONCRETE WITH 2" TOP MORTAR.

REVISED	INVERT CHANNEL FLOW DIRECTIONS	FIGURE
7/7/2021		318

BROWARD COUNTY PUBLIC WORKS DEPARTMENT — STANDARD DETAIL



1. SINGLE SERVICE CONNECTIONS SHALL USE 6" WYE OR PIPE AND FITTINGS.
2. WYE SHALL BE INSTALLED AT 45° ANGLE WITH MAIN AND SHALL EXTEND TWICE 12 FOOT DEPTH.
3. USE FLEXIBLE COUPLINGS WHERE ANGLE OF BENDS IS MORE THAN 11 1/2° DEEP.
4. MARKER BELL OF WYE AND SPIGOT OF EXISTING MAIN ARE NOT COMPATIBLE. USE A SUITABLE FLEXIBLE COUPLING.
5. NO CLEANOUTS SHALL NOT BE USED IN LIEU OF SERVICE CLEANOUTS.
6. ALL SERVICE CONNECTIONS SHALL BE MADE WITH A WYE BRANCH. TEES MAY NOT TECHNICALLY PROVIDE CONTACT WITH DOWNSTREAM.
7. PVC SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH MINIMUM REQUIREMENTS OF THE UBC, INCLUDING CUT OUT PIPE.
8. SEE DETAIL AND CONNECTION, LAYOUT FUNCTION.

REVISED	WYE SEWER SERVICE CONNECTION	FIGURE
7/7/2021		331

Date	Description	No.
9/22/23	DRC Review 2	2
10/21/22	DRC Review 1	1

Revisions

LICENSED PROFESSIONAL ENGINEER — No. 72424 — STATE OF FLORIDA

SIGNATURE — DATE SIGNED

MICHAEL CARR
PROFESSIONAL ENGINEER FL Llc. No. 72424

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FL CERTIFICATE OF AUTHORIZATION NO. 00006901/LB8172/LB8198

Project
NSU INDUSTRIAL
1850 NE 7TH AVENUE
CITY OF DANIA BEACH
BROWARD COUNTY FLORIDA

Drawing Title
WATER AND SEWER DETAILS

Project No.	Drawing No.
330111401	C-901
Date: OCTOBER 2023	
Drawn By: NCM	
Checked By: MPC	

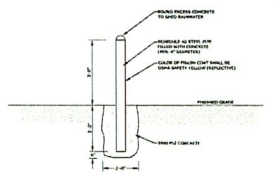
Project No. 330111401

LANGAN

Date: 10/4/2023 Time: 08:53 User: nmartin Style Table: Langan.stb Layout: C-902 Document Code: 330111401-0501-CUS01-0101

BROWARD COUNTY PUBLIC WORKS DEPARTMENT

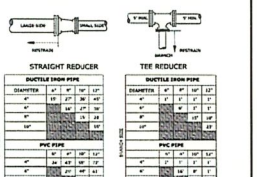
STANDARD DETAIL



REVISED	BOLLARD	FIGURE
7/7/2021		194

BROWARD COUNTY PUBLIC WORKS DEPARTMENT

STANDARD DETAIL



STRAIGHT REDUCER

DUCTILE IRON PIPE				
DIAMETER	4"	6"	10"	12"
4"	15	27"	36	45
6"		18	27	36
8"			15	24
10"				18

PVC PIPE				
	4"	6"	10"	12"
4"	24	43	58	73
6"		27	48	63
8"			24	44
10"				23

TEE REDUCER

DUCTILE IRON PIPE				
DIAMETER	4"	6"	10"	12"
4"	1'	1'	1'	1'
6"		1'	1'	1'
8"			10'	18'
10"				43'

PVC PIPE				
	4"	6"	10"	12"
4"	1'	1'	1'	1'
6"		18'	9'	1'
8"			31'	25'
10"				48'

THE ABOVE REQUIREMENTS WERE CALCULATED IN ACCORDANCE WITH THRUST RESTRAINT CALCULATION V7.2 BY DAN SOCIN WITH THE FOLLOWING ASSUMPTIONS: SOIL CONDITIONS: SAT OF CLAY, LENGTH ALONG RUN EQUALS 4 FEET PIPE DEPTH: 3.5 FT, TEST PRESSURE: 150 PSI, SAFETY FACTOR: 1.5 MINIMUM COVER: 3.0 FT, SAFETY FACTOR: 1.5 MAX PIPE AND FOLLY GRADE IF FIELD CONDITIONS DIFFER FROM THE ABOVE, CONTRACTOR SHALL NOTIFY ENG. FOR ANY LENGTH NOT INCLUDED IN THE ABOVE TABLES, THICKNESS OF ANCHOR SHALL SUBMIT CALCULATIONS FOR EACH JOINT REQUIRING RESTRAINT.

RESTRAINED REDUCING FITTING
150 PSI TEST PRESSURE

REVISED	RESTRAINED JOINT REQUIREMENTS REDUCING FITTINGS	FIGURE
7/7/2021		112

WATER AND SEWER NOTES:

1. ALL ELEVATIONS ON THE PLANS ARE BASED ON THE NATIONAL AMERICAN VERTICAL DATUM (NAVD 1988) UNLESS OTHERWISE NOTED ON THE PLANS.
2. ALL LABOR AND MATERIALS UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF DANIA BEACH UTILITY DEPARTMENT AND BROWARD COUNTY WATER & WASTEWATER SERVICES STANDARDS AND SPECIFICATIONS.
3. THE LOCATION OF THE EXISTING UTILITIES SHOWN ON THE DRAWINGS ARE BASED UPON THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER AND ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF THE UTILITIES LOCATED IN THE AREA OF THE PROPOSED WORK PRIOR TO COMMENCING CONSTRUCTION. (I.E. UNDERGROUND ELECTRIC, TELEPHONE, WATER, ETC.). THE ENGINEER TAKES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF ALL EXISTING UTILITIES OR FOR THOSE NOT SHOWN ON THE DRAWINGS.
4. DEPTH OF COVER
   A. MINIMUM WATER COVER SHALL BE 36 INCHES FOR PVC AND 30 INCHES FOR DIP.
   B. MINIMUM SERVICE LINE COVER SHALL BE 24 INCHES AND SLEEVED UNDER PAVED AREAS WITH SCHEDULE 40 PVC CONDUIT. SLEEVE IS TO BE PLUGGED WITH ELASTOMERIC CAULK AND LOCATED IN SAND BEDDING.
5. ALL WATER MAINS, FIRE HYDRANTS, AND SERVICES LINES SHALL BE CHLORINATED IN ACCORDANCE WITH ANSI/AWWA C-851-05 STANDARD. THE CONTRACTOR SHALL CONTACT THE LOCAL HEALTH DEPARTMENT AND REQUEST BACTERIOLOGICAL SAMPLES BE OBTAINED WITH COPIES BEING FORWARDED TO THE ENGINEER.
6. MAXIMUM DISTANCE BETWEEN SAMPLING POINTS SHALL BE AS FOLLOWS OR AS INDICATED BY THE BROWARD COUNTY HEALTH DEPARTMENT:
   A) TRANSMISSION MAINS: EVERY 1,200 ft.
   B) BRANCH MAINS: EVERY 1,000 ft.
   C) INSULATED MAINS: < 1,000 ft – 2 SAMPLE POINTS
      > 1,000 ft – 3 SAMPLE POINTS
   D) EVERY FIRE HYDRANT
7. ALL WATER MAINS AND SEWER FORCE MAINS HSALL BE HYDROSTATICALLY TESTED IN ACCORDANCE WITH ANSI/AWWA C-600-05 STANDARD, OR LATEST REVISION, TEST PRESSURE 150 PSI FOR MINIMUM 2 HOURS, AND APPLYING THE FOLLOWING FORMULA:

   $(LD\sqrt{P})/148,000$

   Q = LEAKAGE IN GALLONS PER HOUR
   L = LENGTH OF PIPE IN FEET
   D= DIAMETER OF PIPE IN INCHES
   P = AVERAGE TEST PRESSURE IN POUNDS PER SQUARE INCH

   MAXIMUM LENGTH OF PIPE SECTION SHALL BE 2000 FEET.
   RE-PUMPING OF WATER MAIN DURING PRESSURE TEST IS NOT ALLOWED.
8. ALL PIPE DENOTED "ABANDON, PLUG AND GROUT" SHALL BE EMPTIED, FLUSHED OUT AND COMPLETE FILLED WITH GROUT.
9. COUNTY TO BE ADVISED IN WRITING 48 HOURS PRIOR TO THE FOLLOWING ACTIVITIES:
   A) WET CONNECTIONS
   B) PRESSURE TESTS
   C) FILLING/FLUSHING
   D) CHLORINATION
   E) BACTERIOLOGICAL SAMPLES
10. THE FULL DEPTH OF ALL EXISTING ORGANIC AND DELETERIOUS MATERIAL WITHIN THE RIGHT-OF-WAY AND UTILITY/DRAINAGE EASEMENTS SHALL BE REMOVED. NO MATERIAL OF FDOT CLASS A-3, A-7 OR A-8 SHALL BE ALLOWED.
    IN THE EVENT UNSUITABLE MATERIAL IS ENCOUNTERED AT THE DEPTH OF THE PROPOSED WATER AND SEWER FACILITIES, THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD FOR PROPER DIRECTION PRIOR TO CONTINUANCE OF CONSTRUCTION.
11. ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA). THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), AND CHAPTER 90-85 (CS/BS 2626) THE FLORIDA TRENCH SAFETY ACT SHALL BE STRICTLY ENFORCED.
12. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY TO HIS EMPLOYEES AND SUBCONTRACTORS FOR THEIR USE DURING CONSTRUCTION.
13. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAYS SHALL BE IN ACCORDANCE WITH THE CITY OF DANIA BEACH'S PUBLIC WORKS DEPARTMENT AND/OR BROWARD COUNTY PUBLIC WORKS.
14. DUCTILE IRON PIPE (DIP) IS REQUIRED IT SHALL CONFIRM TO ANSI/AWWA C151/A21.51, MINIMUM THICKNESS CLASS SHALL BE CLASS 51 DUCTILE IRON, OR PRESSURE CLASS 350 MAY BE SUBSTITUTED. PUSH-ON JOINTS SHALL CONFORM TO ANSI/AWWA C111/A21.11. GASKETS SHALL BE NEOPRENE. THE LINING SHALL BE CEMENT MORTAR CONFORMING TO ANSI/AWWA C104/21.4 AND OUTSIDE COATING OF EITHER COAL TAR EPOXY OR ASPHALT SHALL BE APPLIED. POLYETHYLENE WRAP SHALL BE INSTALLED WHERE REQUIRED. ALL WATER MAINS 12" OR ABOVE MUST BE DIP.
15. PIPE, FITTINGS AND APPURTENANCES IN METER VAULTS SHALL BE FLANGED. ALL FLANGED DUCTILE IRON PIPE SHALL BE CLASS 53.
16. WHERE POLYVINYL CHLORIDE PIPE (PVC) IS REQUIRED, IT SHALL BE A DIMENSION RATIO OF 18 (DR-18) WITH CAST IRON PIPE, O.D.'S SHALL CONFIRM TO ANSI/AWWA C-900-97 FOR 6 TO 12 INCHES AND ANSI/AWWA C-905-97 FOR 14 INCHES AND LARGER. WATER MAIN PVC SHALL BE IMPREGNATED WITH BLUE PIGMENT.
17. ALL PIPE INSTALLATIONS SHALL COMPLY WITH THE COLOR CODING REQUIREMENTS OF CHAPTER 62-555.320(21)(b)(3), F.A.C.
18. ALL MECHANICAL JOINTS SHALL BE RESTRAINED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND IN COMPLIANCE WITH AWWA STANDARDS. ALL FITTINGS AND PIPE JOINTS REQUIRING TO BE RESTRAINED SHALL USE MEGALUG RESTRAINER.
19. WHERE AN EXISTING WATER OR FORCE MAIN REQUIRES DEFLECTION TO CONNECT WITH OR PASS BY PROPOSED PIPE, THE AMOUNT OF DEFLECTION PER PIPE JOINT SHALL CONCUR WITH THE STANDARD UTILITY CROSSING DETAIL. THE LENGTH OF EXISTING PIPE TO BE DEFLECTED SHALL BE APPROVED BY THE ENGINEER.
20. ALL VALVE BOXES AND MANHOLE RIMS SHALL BE SET TO MATCH PROPOSED GRADES AS PER THE PAVING AND DRAINAGE PLANS PREPARED BY SCHWEBKE-SHISKIN & ASSOCIATES, INC.
21. ALL NEW GRAVITY SEWER MAINS INSTALLED SHALL NOT EXFILTRATE AT A RATE IN EXCESS OF 50 GALLONS PER DAY PER INCH DIAMETER PER MILE OF PIPE.

WATER AND SEWER SEPARATION NOTES:

1. SANITARY SEWERS AND FORCE MAINS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS AND FORCE MAINS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHENEVER POSSIBLE.
   WHERE SANITARY SEWERS OR FORCE MAIN MUST CROSS A WATER MAIN WITH LESS THAN 18 INCHES VERTICAL DISTANCE, THE GRAVITY SEWER MUST BE SDR26 PVC AND THE WATER MAIN MUST BE OF DUCTILE IRON PIPE (DIP) AT THE CROSSING.
   SUFFICIENT LENGTHS OF PVC & DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 12 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
   MAINTAIN 18" MINIMUM VERTICAL SEPARATION BETWEEN WATER MAINS AND FORCE MAINS.
2. A MINIMUM 10 FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF SEWER AND WATER MAIN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.
   IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10 FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.
   WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 18 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE GRAVITY SANITARY SEWER SHALL BE CONSTRUCTED OF SDR26 PVC WITH A MINIMUM VERTICAL DISTANCE OF 12 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS). THE MINIMUM VERTICAL SEPARATION BETWEEN A WATER MAIN AND A FORCE MAIN SHALL BE 18".
3. ALL DIP SHALL BE CLASS 51 OR HIGHER. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN.

BROWARD COUNTY WWS NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL COMPLY WITH BROWARD COUNTY WATER AND WASTEWATER SERVICES (WWS) "MINIMUM DESIGN AND CONSTRUCTION STANDARDS" AND APPLICABLE LOCAL AND NATIONAL CODES.
2. MINIMUM REQUIREMENTS FOR PRODUCTS USED IN BROWARD COUNTY DISTRIBUTION AND COLLECTION SYSTEMS ARE DEFINED IN "PRODUCT SPECIFICATION SHEETS
3. FOR ALL WATER & WASTEWATER "MINIMUM DESIGN AND CONSTRUCTION STANDARDS" AND "PRODUCT SPECIFICATION SHEETS" REFER TO: WWW.BROWARD.ORG/WATERSERVICES/PAGES/MINIMUMDESIGNANDCONSTRUCTIONSTANDARDS.ASPX
4. WHENEVER A MATERIAL, ARTICLE OR PIECE OF EQUIPMENT IS IDENTIFIED IN THE PROJECT MANUAL INCLUDING DRAWINGS (PLANS) AND SPECIFICATIONS BY REFERENCE TO MANUFACTURER'S OR VENDOR'S NAME, TRADE NAMES, CATALOG NUMBERS, OR OTHERWISE, IT IS INTENDED MERELY TO ESTABLISH A STANDARD, AND UNLESS IT IS FOLLOWED BY WORDS INDICATING THAT NO SUBSTITUTION IS PERMITTED, ANY MATERIAL, ARTICLE, OR EQUIPMENT OF OTHER MANUFACTURERS AND VENDORS WHICH WILL PERFORM OR SERVE THE REQUIREMENTS OF THE GENERAL DESIGN WILL BE CONSIDERED EQUALLY ACCEPTABLE, PROVIDED THE MATERIAL, ARTICLE OR EQUIPMENT SO PROPOSED IS, IN THE OPINION OF THE WWS, EQUAL IN SUBSTANCE, QUALITY, AND FUNCTION. REFER TO PRODUCT SPECIFICATION SHEETS AT WWW.BROWARD.ORG/WATERSERVICES/PAGES/MINIMUMDESIGNANDCONSTRUCTIONSTANDARDS.ASPX
5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS TO COMPLETE THE WORK AS SPECIFIED.
6. COMPLIANCE TO "TRENCH SAFETY ACT" IS REQUIRED FOR ALL EXCAVATIONS IN EXCESS OF 5 FEET DEEP. CONTRACTOR SHALL COMPLY WITH THE U.S. DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATIONS STANDARDS OSHA 29 CFR 1910.146, 'PERMIT-REQUIRED CONFINED SPACES' AND OSHA 29 CFR 1926, 'SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION.'
7. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY:
   SUNSHINE STATE 1 CALL 811
   BCWWS NETWORK ..... (954)-831-0838
   BCWWS INSPECTOR ..... (954)-831-0901
8. ALL VALVES ARE TO BE TAGGED, STATING TYPE OF VALVE AND NUMBER OF TURNS TO OPERATE. IF THE VALVE IS BURIED, A BRASS PLATE WILL BE CAST IN THE CONCRETE APRON AROUND THE VALVE COVER. IF THE VALVE IS LOCATED IN A PIT, THE TAG SHALL BE HUNG FROM THE VALVE WITH A PLASTIC STRAP.
9. ALL VALVE BOXES SHALL HAVE LOCKING LIDS.
10. DUCTILE IRON PIPE AND FITTINGS SHALL CONFORM TO BCWWS PRODUCT SPECIFICATION SHEETS.
11. ALL JOINTS SHALL RESTRAINED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND IN COMPLIANCE WITH AWWA STANDARDS.
12. COMPLETE "AS-BUILT" INFORMATION RELATIVE TO VALVES, FITTINGS, LENGTH OF PIPE AND THE LIKE, SHALL BE ACCURATELY RECORDED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER PRIOR TO FINAL ACCEPTANCE OF THE WORK. ALL ELEVATIONS SHALL BE TAKEN BY AN INDEPENDENT REGISTERED LAND SURVEYOR OR PROFESSIONAL SURVEYOR AND MAPPER AND INCLUDED IN THE "AS-BUILT" INFORMATION FURNISHED BY THE CONTRACTOR. FINAL APPROVAL OF THE PROJECT IS SUBJECT TO THE FINAL REVIEW AND APPROVAL OF THE "AS-BUILT" INFORMATION FURNISHED TO THE REGULATORY AGENCIES AND WWS.
13. ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, (N.A.V.D. 88), HORIZONTAL DATUM NAD83 (HARN) FLORIDA EAST (0901) – US FOOT, UNLESS OTHERWISE NOTED.

Date	Description	No.
9/22/23	DRC Review 2	2
10/21/22	DRC Review 1	1

Revisions

STATE OF FLORIDA PROFESSIONAL ENGINEER No. 72424

SIGNATURE DATE SIGNED

MICHAEL CARR
PROFESSIONAL ENGINEER FL Lic. No. 72424

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T: 954.320.2100 F: 954.320.2101 www.langan.com
FL CERTIFICATE OF AUTHORIZATION NO. 00008601/LB8172/LB8198

Project

NSU INDUSTRIAL
1850 NE 7TH AVENUE

CITY OF DANIA BEACH
BROWARD COUNTY FLORIDA

Drawing Title

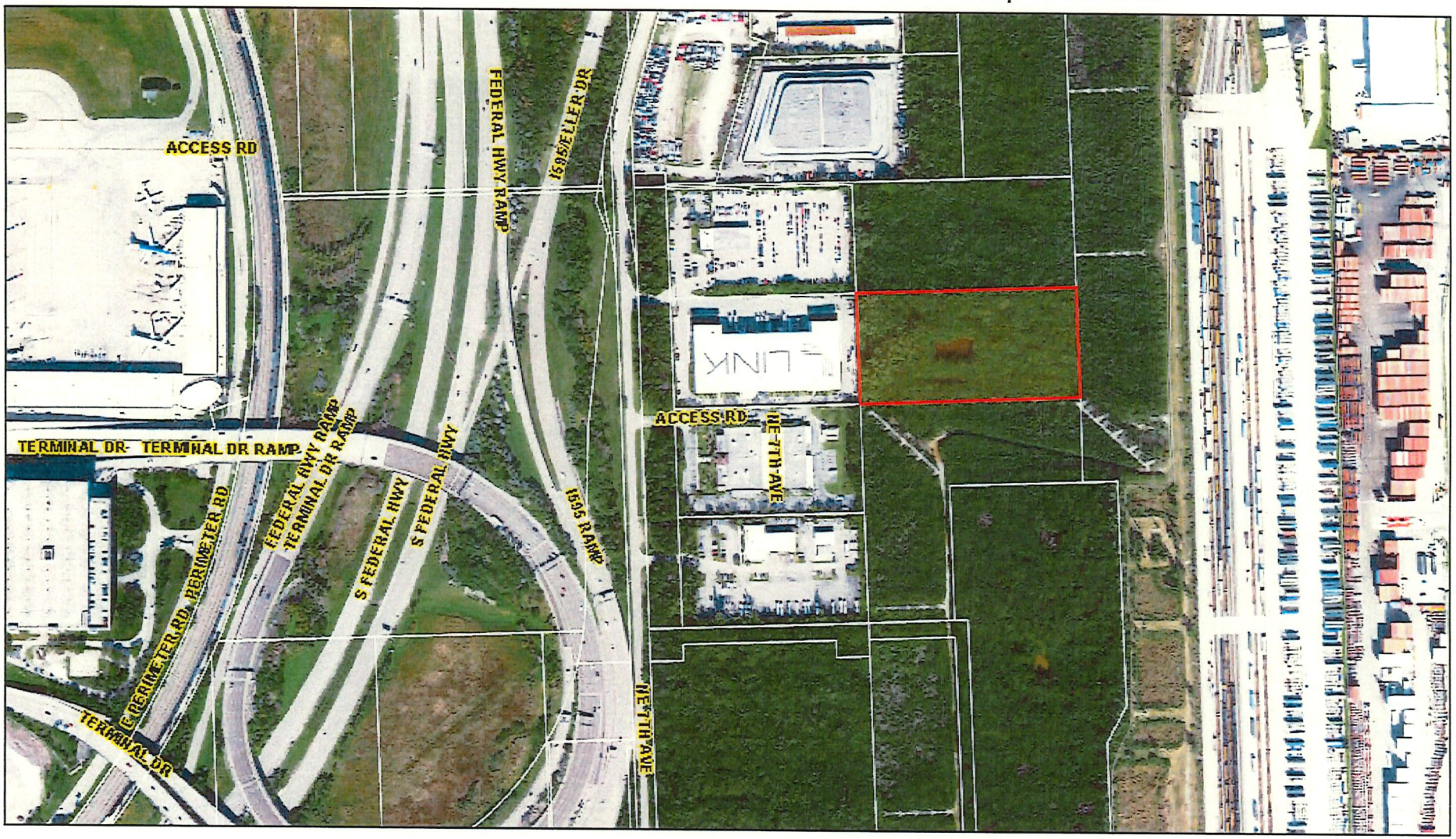
WATER AND SEWER DETAILS

Project No.	Drawing No.
330111401	C-902
Date: OCTOBER 2023	
Drawn By: NCM	
Checked By: MPC	

LANGAN Project No. 330111401

©2023 Langan

Property Id: 504226000021 **Please see map disclaimer



May 20, 2024

1:4,800

0 225 450 900 ft

0 65 130 260 m

Flight Date : Jan 1, 2024 & Jan 29, 2024 Broward County Property Appraiser

ATTACHMENT 3

Resilient Environment Department
URBAN PLANNING DIVISION
1 N. University Drive, Box 102 | Plantation, FL 33324 | 954-357-6634 | Fax 954-357-6521

RECEIVED 2/27/2024

TO: David Vanlandingham, Director
Environmental Permitting Division

FROM: Josie P. Sesodia, AICP, Director
Urban Planning Division

Josie P. Sesodia
Digitally signed by Josie P. Sesodia
Date: 2024.02.14 15:23:49 -05'00'

DATE: February 14, 2024

SUBJECT: ESL Map Amendment PCNRM 24-3

The Urban Planning Division (UPD) has reviewed the above-referenced request to remove a portion (approximately 3.47 acres) from a Local Area of Particular Concern (LAPC) Map #136 / Site #97 (2/27/89) (approximately 21 acres) from the Environmentally Sensitive Lands (ESL) map of the Broward County Natural Resource Map Series (NRMS) of the Broward County Land Use Plan (BCLUP). This site has also been designated and a Natural Resource Area (NRA). The Applicant proposes to eventually build a commercial warehouse (consisting of a 62,340 sq. ft. building with associated parking). The subject site is located within the City of Dania Beach, east of the Fort Lauderdale-Hollywood International Airport and west of Port Everglades.

The Application states that the entire site consists of approximately 5.1 acres of which 4.21 acres are wetlands. A portion of the wetlands (1.29 acres) are proposed to be preserved in conservation onsite, on the eastern portion of the property. The Applicant proposes to mitigate wetland impacts through a credit purchase from the Everglades Mitigation Bank. This mitigation bank is located in southern part of Miami-Dade County. The Application states that the dominant species on the subject site are red and black mangroves. The Application also states that the site is "surrounded" by commercial properties, which are located mainly east and west of the LAPC.

Most of the properties within LAPC #97 and #98, the large wetland area north of the Dania Cut Off Canal, west of Port Everglades, are owned by the Board of County Commissioners, with the exception of the subject site and a portion of the "Pegasus Plat" north of, but not abutting, the subject site. The Pegasus Plat has been partially developed on the western side, next to NE 7th Avenue (currently known as the Bridge Point development) and has remaining unused development rights. An undeveloped portion of the Pegasus Plat also lies in LAPC #97. The future of this property could be potentially affected by the removal of the subject site from LAPC designation and NRA designation.

Current Property and Natural Resources Map Series Designations

- Folio #: 5042-26-00-0021
- Future Land Use (BCLUP): Commerce
- Future Land Use (Dania Beach): Employment Center (EC)
- Zoning (Dania Beach): IG (General Industrial)
- Local Area of Particular Concern and Natural Resource Area on the Environmental Sensitive Lands Map: part of #136; Site #97
- This property has not yet been platted.

Staff Analysis

The UPD staff evaluated the site based upon adopted Comprehensive Plan documents and policies:

- Broward County Land Use Plan: Policies 2.23.1, 2.23.2, 2.23.3, and 2.23.4 which address Local Areas of Particular Concern and Policy 2.21.5 addresses sea level rise and Environmentally Sensitive Land. Per Policy 2.21.5, the site would require adequate storm water management and drainage facilities, particularly since the site is currently designated as a wetland and close to the Dania Cut-Off canal. Additionally reviewed, the Implementation Requirements and Procedures Section - #7. Criteria and Procedures for Environmentally Sensitive Lands and Local Areas of Particular Concern.
- Broward County Climate Change and Coastal Elements, CC3.10 (wetlands), Objective CC4 (Green Infrastructure Solutions) and Policy CC4.9; Objective CM2 and Policy CM2.2, Objective CM6 – Peril of Flood and related policies.
- Broward County Conservation Element, Objective C6 (Environmentally Sensitive Natural Resources) and related policies, and Objective C8 (Protected wetland Resources) and related policies;
- Broward County Water Management Element, Policy WM2.13, WM3.9 and WM3.15;
- Broward County Code of Ordinances:
    - Chapter 5, Broward County Land Development Code:
        - Section 182.8 (a) Consideration of Impact on Environmentally Sensitive Lands and Archaeological Resources.
        - Article XII, Section 5-281 provides for the Board of County Commissioners to making a finding that a proposed Natural Resource Area is populated by native vegetation associated with one of nine ecological communities to add a Natural Resource Area site; and Section 5-283 (5) regulates clearing activities within lands designated as local area of particular concern.
    - Chapter 27 Local Area of Particular Concern
        - Section 27-67(d) - Land development, provides for the RED to coordinate Environmentally Sensitive Lands environmental impact report.
    - Chapter 27, Article XI – Aquatic and Wetland Resource Protection.
    - Chapter 27, Article XIV – Tree Preservation and Abuse Ordinance.
    - Chapter 27, Section 27-407.-Municipal certification (d)(3), regarding the County retaining authority to enforce tree protection provisions in Article XIV-Tree Preservation, regarding lands including the LAPC, NRA and ESL.
- Broward County Administrative Code
    - Chapter 27, Part XIII, Section 27.57- Natural Resource Areas.
- Broward County Commission Action(s):
    - ***LAPC Approval:*** 2/27/1989 –the Commission approve staff's recommendation to designate Site No. 97 as an LAPC (pg. 14 of Commission Minutes).
    - ***NRA Approval:*** 2/27/1989 - the Commission approve Site No. 97 as an NRA consistent with the LAPC designation (pg. 42 of Commission Minutes).

Staff Findings

The Applicant states that the unique wetland conditions, which justified inclusion of the property on the ESL map, are no longer applicable. LAPC #97 along with #98 to the south are currently part of a continuous stretch of wetlands that begin just south of Eller Drive and run southward ending at the Dania Cut-Off canal, just west of Port Everglades and the Stranahan River/Intercoastal waterway.

1. **The County is required by policy to continue reviewing and protecting designated LAPCs and wetland areas, and encouraging practices that optimize co-benefits of habitat restoration.** The following Broward County Comprehensive Plan Elements apply, including Climate Change-Objective CC4 and related policies, Conservation-Objective C6 and related policies, and Water Management:

    a. Policy C6.1 states that the County shall continue to maintain a Map of County Commission Designated properties of ecological concern to include those areas designated as LAPC, NRAs, ESLs, UWAs, and those land on the Urban Wilderness Inventory.

    b. Policy C6.7 states that the County shall continue to maintain and implement regulations that protect and preserve trees, including those in areas of native vegetative communities, and promote the use of native vegetation.

    c. Policy C6.9 states that Broward County shall assess the vulnerability of specific species, habitats, landscapes, and ecosystem functions that may be sensitive to climate change and develop coping strategies and contingency plans for their adaptation, such as identifying habitats that may be viable during climate disturbances and could potentially serve to give refuge to and sustain at-risk species.

    d. Objective CC4 – Utilize Green Infrastructure Solutions for Maximum Co-benefits -- Understand the value of ecosystem services to our community and expand green infrastructure to optimize the co-benefits of habitat restoration, coastal buffers, wetland mitigation, urban reforestation, natural night skies, and local food production, in order to create a healthy, enjoyable, and climate resilient environment.

    e. Policy WM3.9 states that Broward County will protect the water storage and water quality enhancement functions of wetlands, floodplains, and aquifer recharge areas through acquisition, enforcement of rules, and the application of best land and water management practices.

2. **Protected designations have not changed in the past 35+ years.** Since 1989, before the adjacent land was developed, several environmental protection designations have been placed on the property by the County Commission, including LAPC and NRA and to date none have been removed.

3. **The site is identified as a wetland and flood prone area requiring water quality protections.** The subject property is reflected in both the County's Eastern Wetlands Map (LUP Natural Resource Map Series) and the Flood Prone Areas Map, indicating that it may be prone to flooding and/or the impacts of sea level rise. Any development will be required to demonstrate that it can be served by adequate storm water management and drainage facilities, not adversely affect groundwater quality or environmentally sensitive lands, and not increase saltwater intrusion or area-wide flooding, (BCLUP Policy 2.21.5.) Comprehensive Plan policies also focus on protecting wetlands and water quality CC3.10, C8.2, C8.9, C8.10, WM2.13, WM3.9, and WM3.15.

4. **Removal of the LAPC designation is not supported.** Based the Implementation Requirements and Procedures of the BC LUP, Section #7. "Criteria and Procedures for Environmentally Sensitive Lands and Local Areas of Particular Concern," ***the subject property appears to continue to be a wetland and continues to be consistent with LAPC criteria***.
5. **Removal of LAPC designation would likely result in the request for removal of other private properties located within ESL #97, as well as impact the resiliency of the coastal wetland system where it is located.**

Staff Recommendations

Since the inception of the Broward County Comprehensive Plan (1989), LAPC #97, which includes the subject site, has consistently been identified as a wetland and environmentally sensitive site. Based on the above findings, Urban Planning Division staff sees **no justification for changing ELS designations, including its LAPC designation**. Removing LAPC designation could affect similarly situated properties within LAPC #97, thus reducing the natural protections and drainage provided to surrounding properties by this system of wetlands.

If the LAPC designation is removed, then subsequent development should demonstrate that it can be served by adequate storm water management and drainage facilities, not adversely affect groundwater quality or environmentally sensitive lands, and not increase saltwater intrusion or area-wide flooding, per BCLUP Policy 2.21.5. Furthermore, to the highest extent possible, tree canopy and native trees should be preserved onsite and green infrastructure solutions/infrastructure should be considered to optimize environmental impact mitigation, per Chapter 27, Article XIV- Tree Preservation and Abuse Ordinance. Any remaining wetlands should be actively managed by maintaining sustainable water levels and removing invasive species, as proposed in the Application, which should include a wetland maintenance plan.

Please note that per BCLUP Policy 2.23.2, "Local Areas of Particular Concern are declared to be environmentally sensitive lands and upon adoption of this plan shall be subject to the provisions of the Broward County Land Development Code regarding environmentally sensitive lands." Therefore, if development is proposed on the subject site, the application will be subject to the requirements of Chapter 5, Article IX.-Broward County Land Development Code, Division 2.-Development Review Requirements, Section 182.8 (a) Consideration of Impact on Environmentally Sensitive Lands and Archaeological Resources.

Additionally, since the subject site is also a designated Natural Resource Area and designated environmentally sensitive lands with natural forests are considered Natural Forest Communities, site clearing, wetland impacts and land development are subject to the following County codes:

- Chapter 27, Article XI – Aquatic and Wetland Resource Protection.
- Chapter 5, Article XII – Natural Resource Areas
- Chapter 27, Article XIV – Tree Preservation and Abuse Ordinance - Section 27-411 – Natural Forest Communities

cc/ec: Carlos Adorisio, Assistant Director, Environmental Permitting Division
Heather Cunniff, Section Supervisor, Urban Planning Division
Sara Forelle, Senior Planner, Urban Planning Division

ATTACHMENT 4

RESILIENT ENVIRONMENT DEPARTMENT
115 S. Andrews Avenue, Room 329 • Fort Lauderdale, Florida 33301 • 954-357-6613 • FAX 954-357-8655

RECEIVED 2/27/2024

To: Ms. Barbara Blake-Boy, Executive Director, Broward County Planning Council

From: Dr. Jennifer Jurado, Chief Resilience Officer, and Deputy Director J.J.

Date: 2/23/2024

Re: Review of PCNRM 24-3 (Site 97 on ESL Map)

The Broward County Resilient Environment Department / Resilience Unit through the Broward County Natural Resources Division (NRD) seeks to provide comment regarding the review of PCNRM 24-3 known as Site 97 on the Environmentally Sensitive Lands Map. The resilience review has determined that the site is located entirely within an area prioritized for resilience planning consideration, as indicated on the Priority Planning Areas for Sea Level Rise Map. Therefore, BCLUP Policies 2.21.1, 2.21.5, and 2.21.6 apply in the review of this application.

The Priority Planning Areas for Sea Level Rise Map identifies areas that are at increased risk of flooding due to, or exacerbated by, sea level rise by the year 2070. In review of land use plan amendments and requests for amendments to the Environmentally Sensitive Land Map, the County requires the applicant to demonstrate that the project will not increase saltwater intrusion or areawide flooding, not adversely affect groundwater quality or environmentally sensitive lands, and that subsequent development will be served by adequate stormwater management and drainage facilities.

The County also strongly discourages those amendments which would place additional residential and non-residential development at risk of flooding from sea level rise. The County will take into consideration sea level rise and flood protection mitigation strategies and requirements included within the city's local comprehensive plans and/or development regulations, or improvements committed to by the applicant which would mitigate or enhance flood protection and adaptation from rising sea levels.

The current application does not provide sufficient level of detail to evaluate how risk from sea level rise will be mitigated, how areawide flooding will be minimized, or how water quality will not be adversely affected. The Resilient Environment Department / Resilience Unit requests that these points be addressed thoroughly.

The Resilient Environment Department / Resilience Unit notes the applicability of Future Conditions Map Series (Plate WM 2.1 – Future Conditions Average Wet Season Groundwater Elevation Map, and Plate WM 13.1 – Future Conditions 100-Year Flood Elevation Map), and their use as required by Broward County Code of Ordinances for permitting and design of the proposed site, relevant to the review. Resilient Environment Department / Resilience Unit also requests applicant to review the height of all seawalls, banks, and berms to be consistent with Chapter 39, Article XXV – Resiliency Standards for Flood Protection of the Broward County Code of Ordinances.

In addition, BCLUP Policy 2.21.6 requires Broward County to support the goals of the Broward County Climate Change Action Plan (CCAP) and the Southeast Florida Regional Climate Acton Plan (RCAP) as

approved by the Broward County Board of County Commissioners. Accordingly, CCAP Actions and RCAP Recommendations and Strategies shall also be considered in the resilience review. The applicant is specifically encouraged to consider CCAP - Healthy Community Actions 26 and 30, and Natural Systems Action 98 and RCAP Recommendations and Strategies pertaining to natural system/wetland/coastal/urban green space conservation and protections, including: NS 4.1, NS 5.1, NS 5.3, NS 12.3, NS-13, NS-15, and ST 5.1.

ATTACHMENT 5

Resilient Environment Department
ENVIRONMENTAL PERMITTING DIVISION
1 North University Drive, Mailbox 201, Plantation, Florida 33324 • 954-519-1483 • FAX 954-519-1412

MEMORANDUM

RECEIVED
2/27/2024

TO: David Vanlandingham, Director
Environmental Permitting Division (EPD)

THROUGH: Carlos Adorisio, Assistant Director, EPD

FROM: Linda Sunderland, Environmental Program Supervisor, EPD

DATE: February 27, 2024

SUBJECT: Environmentally Sensitive Lands (ESL) Map Amendment
Environmentally Sensitive Lands Site / LAPC #97

The Environmental Permitting Division (EPD) has been asked by the Broward County Planning Council to provide comments related to a request submitted by Shutts & Bowen LLP to amend the County's Environmentally Sensitive Land (ESL) Map and remove the Local Areas of Particular Concern (LAPC) designation for a portion of LAPC Site #97 (Site). The Site was designated as a LAPC on March 19, 1981, and contains the following folios: 504226380030, 504226000022, 504226000021 and portions of 504226380010, 504223220010 and 504225030140. The Site is located south of Eller Drive, east of NE 7th Avenue, and north of the Dania Cut-off Canal Road (Folio # 504226000021) in the City of Dania Beach.

EPD Permitting Status

On May 20, 2022, EPD received a County Environmental Resource License application (DF22-1121) proposing impacts to 4.1 acres of wetlands on parcel 504226000021 for a commercial development. The applicant is proposing mitigation through the purchase of credits at the Everglades Mitigation Bank in Homestead, Florida. A State Environmental Resource Permit application was received on January 5, 2023. Multiple requests for additional information have been sent to the applicant. The application was submitted by Shlomo Melloul, Managing Member of Port 1850, LLC, as the owner of the property.

The applications remain under review pending 1) submittal of application fees, 2) submittal and review of a Surface Water Management application and associated fees, 3) status of the LAPC designation, 4) wetland avoidance, minimization, and mitigation technical issues, 6) identification of cumulative impacts, 7) evaluation of impacts to tidal flow/flushing, and 8) submittal of draft Conservation Easement documents.

A County Surface Water Management License application has not been received as of the date of this Memorandum.

EPD Comments Regarding LAPC Designation

Shutts & Bowen LLP's request to the Broward County Planning Council is to amend the ESL map, removing the LAPC designation from a significant portion (4.1 acres) of the approximate 5.113-acre site of mangrove wetlands for a commercial development on folio # 504226000021.

The following section details the criteria for LAPC designation, the applicant's evaluation of the Site, and EPD's comments and observations:

A. **Criterion:** Marine Resources - Coastal areas of unique, scarce, fragile, or vulnerable natural habitat, physical features and scenic importance, or; coastal areas of high natural productivity or essential habitat for fish, wildlife,

and the various trophic levels in the food web critical to their well-being, or; coastal areas of substantial recreational value and/or potential, or; areas needed to protect, maintain, or replenish coastal flood plains, coral and other reefs, beaches, offshore sand deposits and mangrove stands.

Applicant: The Subject Site does not have resources that are unique, scarce, fragile or vulnerable. The 5.11-acre Site contains 4.21 acres of mangrove wetland with a fringe of disturbed uplands on the west side. The dominant species on site were red and black mangroves and consisted of non-native species such as Brazilian pepper, earleaf acacia and Australian pine. The interior of the Site displays some evidence of previous alteration, and the Site is surrounded by commercial parcels.

Staff comments: The Site meets the above criteria as "coastal areas of high natural productivity or essential habitat for fish, wildlife, and the various trophic levels in the food web critical to their well-being". The Site is contiguous with approximately 160 acres of red and black mangroves and provides habitat and food web support.

B. **Criterion:** Natural Landforms and Features - A geological, hydrological, or physiographical feature confined to a small area of Broward County and considered quite rare locally or regionally, or; a representative natural ecosystem and/or its units existing in a few isolated locations, but extirpated from most of the county.

Applicant: No locally or regionally rare geological, hydrological, or physiological features are present on site. Overall, the majority of existing mangrove wetlands within Broward County are located east of US-1 within the center of the County, primarily within Broward County's West Lake Park and John U. Lloyd State Park. Additional smaller contiguous areas of existing mangroves are located within Port Everglades, Broward County's Deerfield Island Park, the Bonnet House, Hugh Taylor Birch State Park and the City of Hollywood's Holland Park. Remaining areas of mangroves consist primarily of small mangrove fringes present along existing canals and channelized waterways, including those within South Florida Water Management District right-of-way. These mangrove areas are typically under various forms of site protection, either as conservation easements or within designated park boundaries. Thus, the site is not considered rare locally or regionally. The loss of this low quality, degraded wetland would result in an insignificant loss of wetland function to Broward County.

Staff comments: Mangroves are limited to the eastern edge of Broward County in areas of tidal influence and are therefore a very small percentage of the overall county habitat. This Site is not a "low quality, degraded wetland". Impacts to small parcels of mangrove wetlands does have a cumulative impact to the overall coverage of mangroves in the County. The Site meets the criteria above as a natural ecosystem and physiographical feature confined to a small area of the County.

C. **Criterion:** Native Vegetative Communities
(a) A Local Area of Particular Concern (Native Vegetative Communities Category) is an area which shows a predominance of native vegetation associated with one or more of the following ecological communities: Beach and Dune Community; Coastal Strand Forest Community; Mangrove Community (Saltwater Swamp); Scrub Community; Pine Flatwoods Community; High Hammock Community; Low Hammock Community; Cypress Wetland Community (Freshwater Swamp); Ever-glades Community (Freshwater Marsh).

Applicant: While mangroves are present within the site, the mangroves observed appeared stressed, most likely due to the existing elevations and previous alteration of the site. In addition, exotic Brazilian pepper, Australian Pine, and earleaf acacia are present which make this a low-quality mangrove wetland.

Staff comments: Mangroves on site are mature red and black mangroves. The only documented alteration of the Site was the created of two small surface water bodies, between 1955 and 1963 during the installation of the FPL transmission lines, which was conducted prior to County licensing regulations. The exotics mentioned are

limited to the western upland edge of the Site. The Site meets the criterion above with a predominance of native vegetation associated with a mangrove community.

(b) In addition, a Local Area of Particular Concern (Native Vegetative Communities Category) must satisfy **at least three** of the following criterion:

i. Uniqueness - The site contains a significant sample of rare or endangered species, or, the site is among a small number of sites in Broward County representing a particular ecological community.

Applicant: The site was surveyed for the potential presence of listed species and/or listed species habitat. Due to the developed surroundings, existing vegetative conditions, and use of the eastern portion of the site, the subject area does not provide for roosting or forage habitat by listed species, and any use by such species would likely be only transient in nature. The site is not a highly productive coastal tideland as a low amount of tidal inundation occurs. The site is not used for scientific study or research on wildlife.

Staff comments: The Site meets the criteria above as there are a small number mangrove parcels in relation to the overall county size. This Site was inspected on February 16, 2024, and was found to contain a 15-20' wide fringe of exotic vegetation on the western edge. The remaining area contains approximately a 95% canopy of mature red and black mangroves. The Site is tidally flushed. Some anthropogenic impacts of trash were noted. The area provides nursery habitat for many species fishes, and foraging habitat for crustaceans, invertebrates, reptiles, and birds. Mangroves contribute to the overall health of an ecosystem by providing habitat, trapping and cycling of nutrients and organics. Mangroves also provide food for many species from the algae that grows on the roots. Extensive areas of mangroves are a unique and very limited resource in Broward County. This Site is situated within approximately 160 acres of undeveloped land, mostly mangroves.

ii. Diversity - A significant sample of two or more ecological communities are contained within the site.

Applicant: Only one ecological community is present, a mangrove wetland.

Staff comments: The Site provides two habitats, the upland western edge and the mangrove wetlands, therefore, the Site meets the criteria above.

iii. Low Level of Exotic Invasion - The degree and nature of exotic invasion on the site is such that it can be easily managed or mitigated.

Applicant: Brazilian pepper, Australian pine, and earleaf acacia are scattered throughout the site and cannot be easily maintained.

Staff comments: Exotics are limited to the western upland edge of the Site and can be treated or removed. The remainer of the Site is mature red and black mangroves. Ground coverage includes mangrove saplings and black mangrove pneumatophores. The Site meets the criteria above.

iv. Potential for Protection - Ownership patterns, development status and other factors make the resources of a site likely to be successfully protected.

Applicant: The adjacent properties to the west are continually being developed into commercial properties. The Site and the surrounding area are not likely to be protected in the future due to continuing development.

Staff comments: The Site abuts mangrove wetlands which are owned by Broward County and a FPL transmission line easement. Development impacts are low for those parcels. The Site is hydrologically connected tidally connected to the Dania Cut-off Canal to the south and contiguous to adjacent mangrove wetlands. All stormwater runoff entering the site is pretreated. The area is tidally flushed daily. The Site meets the criteria above.

v. Geography - The site has proximity to other resources which would heighten its value as a LAPC (e.g., other ESLs, public parks, waterfront).

Applicant: Commercial development exists adjacent to the west of the site. Wetlands exist to the north, east, and south and are part of parcels that consist of FP&L transmission lines. In addition, Port Everglades and the Fort Lauderdale / Hollywood International Airport are in the immediate surrounding area.

Staff comments: This Site is a portion of approximately 160 acres of mangrove wetlands. It is also tidally connected to the Dania Cut-off canal, and by extension to West Lake Park. The Site meets the criteria above.

D. **Criterion:** Wildlife - Existing wildlife refuges, reserves, and sanctuaries, or; known habitats of rare, threatened, or endangered species or species of special concern, or; major wildlife intensive use areas such as well-developed hammock communities, highly productive coastal tidelands, and mangroves, or; areas used for scientific study and research on wildlife.

Applicant: The Site was surveyed for the potential presence of listed species and/or listed species habitat. Due to the developed surroundings, existing vegetative conditions, and use of the eastern portion of the site, the subject area does not provide for roosting or forage habitat by listed species, and any use by such species would likely be only transient in nature.

Staff comments: The Site is contiguous to approximately 160 acres of mangrove habitat which provides roosting, foraging, refuge for many species. The Site meets the criteria above.

E. **Criterion:** Economic Resources - Existing ports, marinas, piers, energy resources, and artificial reefs, or; areas noted for specific study and research concerning economic development.

Applicant: Port Everglades and the Fort Lauderdale/Hollywood International Airport are present in the immediate vicinity of the subject site. No known specific study or research is being conducted concerning the site and economic development.

Staff comments: The Site is not an economic resource or currently an area of known specific study.

F. **Criterion:** Cultural Resources - Sites designated on the National Register of Historic Places or on the Florida Master Site File, or; sites related to the general development of the local area, region, or State, or; buildings which are significant examples of the architectural design of their period, or; sites associated with the life/lives of important person(s), or social, political, cultural, or economic movements or with historical events, or; archaeological sites which have yielded useful information on the area's past.

Applicant: No cultural resources are present. The site is not designated on the National Register of Historic Places or on the Florida Master Site File. The Department of Historical Resources reviewed the site as part of the U.S. Army Corps permit process.

Staff comment: No known cultural resources are present.

EPD Staff Recommendation

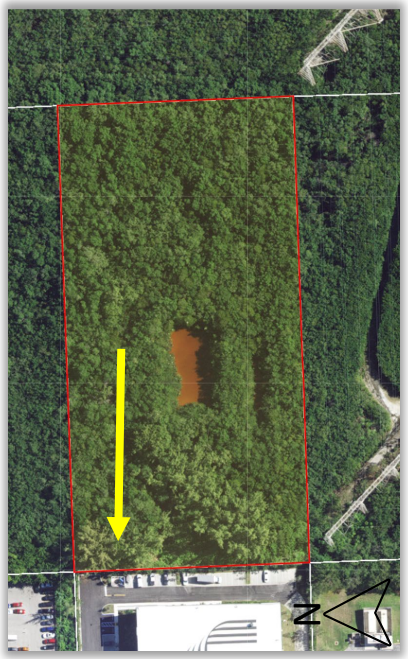
Based upon EPD's research and direct observations, the Site continues to meet the criteria for LAPC designation. Development of this site will have negative impacts to the adjacent mangrove area since the development would create a dam, limiting tidal flow / flushing to the northern wetlands. Retaining walls will have to be constructed, and the construction and footprint may impact additional wetlands.

Expansive mangrove wetlands habitat is a limited resource in Broward County with areas constantly under threat from development. There are few sites of this size remaining, and this Site provides habitat for a variety of species. There is a cumulative impact to overall mangrove wetland resources from projects proposing impacts.

Based on the information above, EPD must object to the proposed removal of the LAPC designation and amendment of the ESL map.

Enclosure: EPD Inspection Report dated February 16, 2024

History: Request to remove the referenced site from Environmentally Sensitive Lands Site LAPC #97 designation as part of ERL application DF22-1121 which proposes impacts to 4.1ac of wetlands for commercial development and proposes mitigation through credits at Everglades Mitigation Bank.
Issues: Staff assessed quality of mangrove wetland
Observation(s): Mangrove density is high.



Description	Note over 95% canopy coverage of healthy red and black mangroves approximately 20 feet east from western property line. Location is near western edge of wetland delineation line.
Description	Note 85% ground coverage of black mangrove pnuematophores.
Description	Note natural recruitment of mangrove saplings.

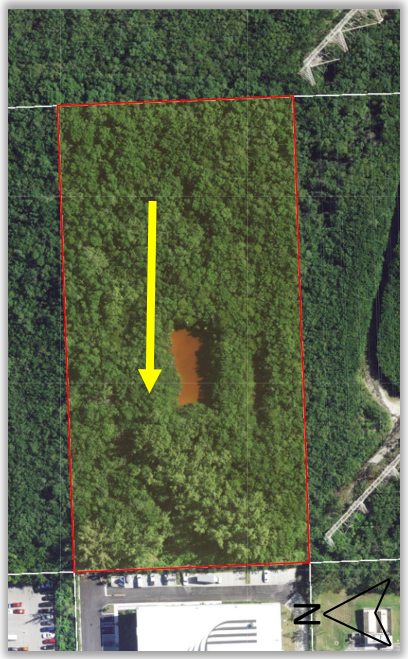


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Environmental Permitting Division - Site Inspection Report

Facility/Site Name:	Dania Mangrove Parcel LAPC#97	Address:	Access Rd Dania Beach
Folio No.:	504226000021	Date Inspected:	February 16, 2024
License No.:	DF22-1121	Inspector(s):	M. Decker, K. Scheffer

History: Request to remove the referenced site from Environmentally Sensitive Lands Site LAPC #97 designation as part of ERL application DF22-1121 which proposes impacts to 4.1ac of wetlands for commercial development and proposes mitigation through credits at Everglades Mitigation Bank.
Issues: Staff assessed quality of mangrove wetland
Observation(s): Mangrove species are healthy and providing habitat.



Description	Note healthy red mangroves over 24 feet tall.

Description	Note red mangrove prop root ground coverage over 85%.



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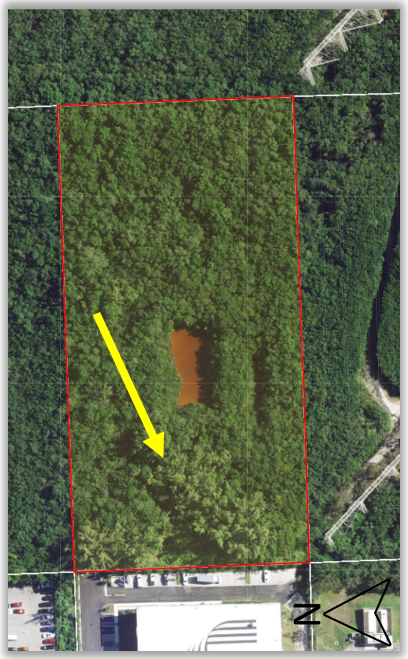
History: Request to remove the referenced site from Environmentally Sensitive Lands Site LAPC #97 designation as part of ERL application DF22-1121 which proposes impacts to 4.1ac of wetlands for commercial development and proposes mitigation through credits at Everglades Mitigation Bank.
Issues: Staff assessed quality of mangrove wetland
Observation(s): Mangroves maintain quality in presence of invasives

Description	Note aerial view of canopy maintains 75% mangrove species on Australian pine "island" where invasives were observed.



Description	Note red mangroves encroaching into Australian pine "island".





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ATTACHMENT 6

BROWARDNEXT-BROWARD COUNTY LAND USE PLAN
HIGHLIGHTED REGIONAL ISSUES, POLICIES, IMPLEMENTATION REQUIREMENTS AND PROCEDURES, AND RECOMMENDED PRACTICES IDENTIFIED IN THE CONSIDERATION OF PCNRM 24-3

BCLUP SECTION 1: HIGHLIGHTED REGIONAL ISSUES

CLIMATE CHANGE RESILIENCE VISION

Strategy CCR-2: Increase the resilience of our community to the effects of climate change.

Implementation strategies include: In coordination with municipalities, adopting land use regulations to limit development and redevelopment in areas particularly vulnerable to flooding due to sea level rise, stormwater inundation, and other impacts of climate change.

WORLD-CLASS NATURAL RESOURCE PROTECTION & ENHANCEMENT VISION

Strategy EP-3: Preserve and protect Broward County's natural environment through County and local environmental regulatory programs and well-planned patterns of growth and development.

Implementation strategies include: Acquire, protect, preserve and enhance Local Areas of Particular Concern.

BCLUP SECTION 2: POLICIES

CLIMATE RESILIENCY, ADAPTATION ACTION AREAS AND PRIORITY PLANNING AREAS

POLICY 2.21.1 Broward County shall evaluate plan amendments within Priority Planning Areas for Sea Level Rise and strongly discourage those amendments which would place additional residential and non-residential development at risk of flooding from sea level rise. In review of such amendments, the County shall consider: a. Sea level rise/flood protection mitigation strategies and requirements included within local comprehensive plans and/or development regulations; or b. Flood protection improvements committed to by amendment applicants, which would mitigate or enhance flood protection and adaptation from rising sea levels.

POLICY 2.21.5 Broward County shall, prior to approving land use plan amendments in the areas prone to flooding and/or the impacts of sea level rise, as identified on the Flood Plains, Flood Prone Areas, and Coastal High Hazard Areas Map and the Priority Planning Areas for Sea Level Rise Map, respectively, determine that the subsequent development will be served by adequate storm water management and drainage facilities, not adversely affect groundwater quality or environmentally sensitive lands and not increase saltwater intrusion or area-wide flooding.

POLICY 2.21.6 Broward County shall support the goals and will, to the maximum extent feasible, implement, in coordination with affected stakeholders, the recommended actions of the Broward County Climate Change Action Plan and the Southeast Florida Regional Climate Action Plan as approved by the Broward County Climate Change Task Force and the Broward County Board of County Commissioners.

WETLANDS

POLICY 2.22.2 Broward County and its local governments shall consider the impacts of land use plan amendments on wetland resources and minimize those impacts to the maximum extent practicable.

ENVIRONMENTALLY SENSITIVE LANDS

POLICY 2.23.1 Natural resources that have been found to comply with the definition of Local Areas of Particular Concern have been identified on a Map of Local Areas of Particular Concern within the Future Broward County Land Use Map Series.

POLICY 2.23.2 Local Areas of Particular Concern are declared to be environmentally sensitive lands and upon adoption of this plan shall be subject to the provisions of the Broward County Land Development Code regarding environmentally sensitive lands.

POLICY 2.23.3 Broward County shall implement strategies for the protection of Local Areas of Particular Concern and other environmentally sensitive lands such as: acquisition by public or private organizations; establishment of a County trust fund for acquisition; adoption of innovative land development regulations; conservation easements; transfer of development rights; deed restrictions; and restrictive covenants.

POLICY 2.23.4 By 2019, Broward County shall work with Broward's municipalities and interested stakeholders to study and recommend incentives to preserve designated environmentally sensitive lands that are privately controlled.

BCLUP SECTION 2: IMPLEMENTATION REQUIREMENTS AND PROCEDURES

7. CRITERIA AND PROCEDURES FOR ENVIRONMENTALLY SENSITIVE LANDS AND LOCAL AREAS OF PARTICULAR CONCERN

g. Local Areas of Particular Concern

Local Areas of Particular Concern (LAPCs) may be designated in six categories according to the types of resources present. Unless otherwise indicated, LAPCs must have one or more of the characteristics for the respective category.

1. Marine Resource Category
   Coastal areas of unique, scarce, fragile, or vulnerable natural habitat, physical features and scenic importance, or; coastal areas of high natural productivity or essential habitat for fish, wildlife, and the various trophic levels in the food web critical to their well-being, or; coastal areas of substantial recreational value and/or potential, or; areas needed to protect, maintain, or replenish coastal flood plains, coral and other reefs, beaches, offshore sand deposits and mangrove stands.

2. Natural Landforms and Features Category
   A geological, hydrological, or physiographical feature confined to a small area of Broward County and considered quite rare locally or regionally, or; a representative natural ecosystem and/or its units existing in a few isolated locations, but extirpated from most of the county.

3. Native Vegetative Communities Category
   (a) A Local Area of Particular Concern (Native Vegetative Communities Category) is an area which shows a predominance of native vegetation associated with one or more of the following ecological communities: Beach and Dune Community; Coastal Strand Forest Community; Mangrove Community (Saltwater Swamp); Scrub Community; Pine Flatwoods Community; High Hammock Community; Low Hammock Community; Cypress Wetland Community (Freshwater Swamp); Everglades Community (Freshwater Marsh).

   (b) In addition, a Local Area of Particular Concern (Native Vegetative Communities Category) must satisfy at least three of the following criteria:

      i. Uniqueness - The site contains a significant sample of rare or endangered species, or, the site is among a small number of sites in Broward County representing a particular ecological community.

      ii. Diversity - A significant sample of two or more ecological communities are contained within the site.

      iii. Low Level of Exotic Invasion - The degree and nature of exotic invasion on the site is such that it can be easily managed or mitigated.

      iv. Potential for Protection -Ownership patterns, development status and other factors make the resources of a site likely to be successfully protected.

      v. Geography - The site has proximity to other resources which would heighten its value as a LAPC (e.g., other ESLs, public parks, waterfront).

4. Wildlife Category
   Existing wildlife refuges, reserves, and sanctuaries, or; known habitats of rare, threatened, or endangered species or species of special concern, or; major wildlife intensive use areas such as well-developed hammock communities, highly productive coastal tidelands, and mangroves, or; areas used for scientific study and research on wildlife.

5. Economic Resource Category
   Existing ports, marinas, piers, energy resources, and artificial reefs, or; areas noted for specific study and research concerning economic development.

6. Cultural Resource Category
   Sites designated on the National Register of Historic Places or on the Florida Master Site File, or; sites related to the general development of the local area, region, or State, or; buildings which are significant examples of the architectural design of their period, or; sites associated with the life/lives of important person(s), or social, political, cultural, or economic movements or with historical events, or; archaeological sites which have yielded useful information on the area's past.

BCLUP SECTION 3: RECOMMENDED PRACTICES

ENVIRONMENTAL

POLICY 3.3.6 Promote the acquisition, retention and management of unique natural areas in order to preserve their environmental, recreational and other public benefits.

POLICY 3.3.9 Discourage activities in the vicinity of Local Areas of Particular Concern which would have a detrimental impact upon such areas.

POLICY 3.3.10 Encourage local governments to protect natural resources through the implementation of land development regulations and procedures that promote the acquisition, retention and management of such areas.

ATTACHMENT 7

July 23, 2024

Josie P. Sesodia
AICP, Director
Urban Planning Division
1 N University Drive, Box 102
Plantation, FL 33324

RECEIVED
7/23/2024

RE: NSU Port Parcel
TCG Project No. 14-0080.002
ERL No. DF20-1121

Dear Mrs. Sesodia:

The Chappell Group, Inc. (TCG) is in receipt of comments dated February 14, 2024, regarding the above referenced project and provides the following response(s) to your requests. Your comments related to the proposed project are noted followed a response in **bold**:

1. The County is required by policy to continue reviewing and protecting designated LAPCs and wetland areas, and encouraging practices that optimize co-benefits of habitat restoration. The following Broward County Comprehensive Plan Elements apply, including Climate Change-Objective CC4 and related policies, Conservation-Objective C6 and related policies, and Water Management:
    a. Policy C6.1 states that the County shall continue to maintain a Map of County Commission Designated properties of ecological concern to include those areas designated as LAPC, NRAs, ESLs, UWAs, and those land on the Urban Wilderness Inventory.

    b. Policy C6.7 states that the County shall continue to maintain and implement regulations that protect and preserve trees, including those in areas of native vegetative communities, and promote the use of native vegetation.

    Response: Within the upland portion of the subject site, there is a total of sixty-three (63) trees in which sixty-two (62) of these trees are exotic including Australian pine (*Casuarina equisetifolia*), Brazilian peppertree (*Schinus terebinthifolia*), carrotwood (*Cupaniopsis anacardioides*), and earleaf acacia (*Acacia auriculiformis*). One native, non-invasive tree was identified as sea grape (*Coccoloba uvifera*). The proposed project consists of the removal of exotic vegetation and the existing exotic trees will be replaced with native trees according to the City of Dania Beach's tree removal requirements.

714 East McNab Road. Pompano Beach, FL 33060 *tel*. 954.782.1908 *fax*. 954.782.1108 www.thechappellgroup.com
Environmental Consultants | Marina & Wetland Permitting | Mitigation Design & Monitoring | T & E Species Surveys

c. Policy C6.9 states that Broward County shall assess the vulnerability of specific species, habitats, landscapes, and ecosystem functions that may be sensitive to climate change and develop coping strategies and contingency plans for their adaptation, such as identifying habitats that may be viable during climate disturbances and could potentially serve to give refuge to and sustain at-risk species.

Response: A cumulative impact analysis was prepared and accepted by the environmental agencies which demonstrate that a cumulative impact to the New River Basin (Broward County) would not occur, and thus, a mitigation credit purchase from Everglades Mitigation Bank would fully offset the impacts of the proposed project. In addition, the migration of species as environmental conditions change will not be altered as the surrounding parcels such as the conservation easement at Port Everglades to the east, West Lake Park/Anne Kolb Nature Center to the south, and Snyder Park to the west provide a larger area for nesting and foraging of migratory species.

d. Objective CC4 – Utilize Green Infrastructure Solutions for Maximum Co-benefits -- Understand the value of ecosystem services to our community and expand green infrastructure to optimize the co-benefits of habitat restoration, coastal buffers, wetland mitigation, urban reforestation, natural night skies, and local food production, in order to create a healthy, enjoyable, and climate resilient environment.

Response: The proposed project involves wetland mitigation in the form of enhancing and preserving 1.29 acres of wetlands on site and in the form of a credit purchase from the Everglades Mitigation Bank (EMB). The purchase of credits from the EMB will result in a significantly higher value habitat than the habitat located at the subject site. The EMB also provides regional ecological value and substantially higher ecological value than the mangroves/wetlands proposed to be impacted. EMB is located between Everglades National Park and Biscayne Bay National Park, which provides a wildlife corridor that allows wildlife to roam between parks. EMB also undergoes continual restoration and enhancement projects to include hydrologic improvements and vegetation management to provide long term benefits to wildlife.

e. Policy WM3.9 states that Broward County will protect the water storage and water quality enhancement functions of wetlands, floodplains, and aquifer recharge areas through acquisition, enforcement of rules, and the application of best land and water management practices.

Response: Please see attached letter from Langan.

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2. Protected designations have not changed in the past 35+ years. Since 1989, before the adjacent land was developed, several environmental protection designations have been placed on the property by the County Commission, including LAPC and NRA and to date none have been removed.

3. The site is identified as a wetland and flood prone area requiring water quality protections. The subject property is reflected in both the County's Eastern Wetlands Map (LUP Natural Resource Map Series) and the Flood Prone Areas Map, indicating that it may be prone to flooding and/or the impacts of sea level rise. Any development will be required to demonstrate that it can be served by adequate storm water management and drainage facilities, not adversely affect groundwater quality or environmentally sensitive lands, and not increase saltwater intrusion or area-wide flooding, (BCLUP Policy 2.21.5.) Comprehensive Plan policies also focus on protecting wetlands and water quality CC3.10, C8.2, C8.9, C8.10, WM2.13, WM3.9, and WM3.15.

   Response: Please see attached letter from Langan.

4. Removal of the LAPC designation is not supported. Based on the Implementation Requirements and Procedures of the BC LUP, Section #7. "Criteria and Procedures for Environmentally Sensitive Lands and Local Areas of Particular Concern," *the subject property appears to continue to be a wetland and continues to be consistent with LAPC criteria*.

   Response: The subject property will remain a wetland on 1.29 acres of the eastern portion of the site. The wetlands will be encumbered by a Conservation Easement.

5. Removal of LAPC designation would likely result in the request for removal of other private properties located within ESL #97, as well as impact the resiliency of the coastal wetland system where it is located.

   Response: Approximately 1.29 acres of wetlands will remain on site. The wetlands to remain on site are located on the eastern portion of the site to allow hydrologic connection to the existing wetlands surrounding the property to the north, east, and south. The 1.29 acres of wetlands to be preserved on site will be placed under a Conservation Easement. The majority of the other properties within ESL #97 are not privately owned and are owned by the Broward County Board of County Commissioners. The few other properties located within ESL #97 that are privately owned have been partially developed with wetlands on site encumbered by a Conservation Easement, which is similar in nature to this request.

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Since the inception of the Broward County Comprehensive Plan (1989), LAPC #97, which includes the subject site, has consistently been identified as a wetland and environmentally sensitive site. Based on the above findings, Urban Planning Division staff sees no justification for changing ELS designations, including its LAPC designation. Removing LAPC designation could affect similarly situated properties within LAPC #97, thus reducing the natural protections and drainage provided to surrounding properties by this system of wetlands.

Response: As mentioned above, the 1.29 acres of wetlands to be preserved on site will be placed under a Conservation Easement. The majority of the other properties within ESL #97 are not privately owned and are owned by the Broward County Board of County Commissioners. The few other properties located within ESL #97 that are privately owned have been partially developed with wetlands on site encumbered by a Conservation Easement, which is similar in nature to this request.

If the LAPC designation is removed, then subsequent development should demonstrate that it can be served by adequate storm water management and drainage facilities, not adversely affect groundwater quality or environmentally sensitive lands, and not increase saltwater intrusion or area-wide flooding, per BCLUP Policy 2.21.5. Furthermore, to the highest extent possible, tree canopy and native trees should be preserved onsite and green infrastructure solutions/infrastructure should be considered to optimize environmental impact mitigation, per Chapter 27, Article XIV- Tree Preservation and Abuse Ordinance. Any remaining wetlands should be actively managed by maintaining sustainable water levels and removing invasive species, as proposed in the Application, which should include a wetland maintenance plan.

Response: Please see attached letter from Langan.

Please note that per BCLUP Policy 2.23.2, “Local Areas of Particular Concern are declared to be environmentally sensitive lands and upon adoption of this plan shall be subject to the provisions of the Broward County Land Development Code regarding environmentally sensitive lands.” Therefore, if development is proposed on the subject site, the application will be subject to the requirements of Chapter 5, Article IX.- Broward County Land Development Code, Division 2.-Development Review Requirements, Section 182.8 (a) Consideration of Impact on Environmentally Sensitive Lands and Archaeological Resources.

Additionally, since the subject site is also a designated Natural Resource Area and designated environmentally sensitive lands with natural forests are considered Natural Forest Communities, site clearing, wetland impacts and land development are subject to the following County codes:

- Chapter 27, Article XI – Aquatic and Wetland Resource Protection.
- Chapter 5, Article XII – Natural Resource Areas

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- Chapter 27, Article XIV – Tree Preservation and Abuse Ordinance - Section 27-411 – Natural Forest Communities

Response: An application has been submitted to the Resilient Environment Department and is being processed under application no. DF20-1121. A Tree Removal license will also be applied for. A tree survey has been performed which identified a total of sixty-three (63) trees in which sixty-two (62) of these trees are exotic including Australian pine (*Casuarina equisetifolia*), Brazilian peppertree (*Schinus terebinthifolia*), carrotwood (*Cupaniopsis anacardioides*), and earleaf acacia (*Acacia auriculiformis*). One native, non-invasive, tree was identified as sea grape (*Coccoloba uvifera*). The proposed project consists of the removal of exotic vegetation and the existing exotic trees will be replaced with native trees according to the City of Dania Beach's tree removal requirements.

If you have any further questions or comments, please feel free to contact my office at (954) 782-1908 or via email at jena@thechappellgroup.com.

Sincerely,
THE CHAPPELL GROUP, INC.

Jena Robbins

Jena Robbins
Project Manager

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CUMULATIVE IMPACT ANALYSIS

FOR

NSU PORT PROPERTY

BCEPGMD ERL APPLICATION NO. DF20-1121
404 APPLICATION NO. 06-396518-001-SFI
TCG Project No. 14-0080.002

Prepared for

Shlomo Melloul

August 2023

Prepared by
The Chappell Group, Inc.
714 East McNab Road
Pompano Beach, FL 33060
(954) 782-1908
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Table of Contents

I. Site Description

II. Wetland Impacts

III. Wildlife Utilization

IV. New River Drainage Basin

V. Mitigation

VI. Conclusion

Appendices

Location Map Figure 1

Data Analysis Map Figure 2

Everglades Mitigation Bank Service Area Appendix A

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I. SITE DESCRIPTION

Since the mitigation for the proposed project is not located within the same basin as the wetland impacts, a cumulative impact analysis was conducted of the disturbed mangrove wetlands within the New River Basin pursuant to Rule 10.2.8 of Volume I of the Basis of Review. The analysis was conducted on the existing ±5.11-acre parcel located east of NE 7th Avenue and west of an existing Florida Power and Light transmission easement in Dania Beach, Broward County, Florida (Figure 1). The site was investigated to identify native vegetative communities, determine viability of indigent habitats, and note the presence or absence of threatened or endangered species as listed by the U.S. Fish and Wildlife Service, Florida Game and Fresh Water Commission (FGFWCFC), and the Florida Department of Agriculture.

The subject site is bordered on the north and south by undeveloped parcels, on the east by an existing FPL transmission easement, and on the west by commercially developed areas and roads. While no topographic survey data was available, elevations on-site appeared to average 1-2' below the surrounding developments.

The project site consists mainly of mangrove wetlands with a fringe of disturbed uplands on the west side. Observed vegetation onsite consisted mainly of mangroves with scattered non-native canopy species and groundcovers common to disturbed wetlands and transitional habitats. The dominant species on site were red mangrove (*Rhizophora mangle*) and black mangrove (*Avicennia germinans*). Non-native canopy species present onsite included Brazilian pepper (*Schinus terebinthifolius*), earleaf acacia (*Acacia auriculiformis*) and Australian pine (*Casuarina equisetifolia*). The wetland area contains obligate wetland vegetation and hydric soils with standing water, serving as evidence of wetland hydrology. The interior of the site displays some evidence of previous alteration, with two (2) small open water areas and channelized ditches in the center and western half of the site. Excavated material from these areas is present onsite, with a few linear and curvilinear areas existing at elevations 6-8" above the surroundings. These areas contain transitional and upland vegetation, primarily *C. equisetifolia*, but exist at wetland elevations with wetland soil characteristics.

Overall, based on the observed site conditions, including a review of vegetation and soils onsite, it was determined that the project site consisted mainly of jurisdictional wetlands, with minimal upland areas of disturbed soils and scattered fill along the perimeter of the site. Soils observed during the determination reflected the soils were mainly consistent with Pennsuco silty clay loam, as well as partially Perrine silty clay loam.

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- *Environmental Consultants*
- *Marina & Wetland Permitting*
- *Mitigation Design & Monitoring*
- *T&E Species Surveys*
- *Tree Surveys/Appraisals*

NSU PORT PROPERTY

PREPARED FOR:
SHLOMO MELLOUL

FIGURE 1 - LOCATION MAP

Date:	Sheet :	of :
11/2/2021	1	1
Proj No.: 14-0080.002		

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The property contained ±4.21 acres of jurisdictional mangrove wetlands and ±0.26 acres of surface waters that were confirmed by the South Florida Water Management District and Broward County Environmental Protection & Growth Management Department. The applicant is proposing to preserve and enhance ±1.29 acres of mangrove wetlands and the filling of ±2.92 acres of mangrove wetlands with approximately 34,120 cubic yards of fill to create one (1) commercial warehouse with associated parking and infrastructure. Based on the WATER scores, the applicant is proposed to purchase 1.24 credits from the Everglades Mitigation Bank (EMB) to offset direct impacts to 2.92 acres of existing wetlands in addition to the preservation of 1.29 acres of wetlands on site.

II. WETLAND IMPACTS

The proposed project will directly impact 2.92 acres of mangrove wetlands located in the New River drainage basin. The existing wetland contains minimal desirable hydrophytic, overstory, shrub canopy, and ground cover. Hydrological conditions on site depend on the amount of precipitation and the elevation of the groundwater. Conditions were elevated by direct visual observation of surface inundation, soil saturation, and nearby water bodies. The proposed project will not adversely affect the navigation or flow of water or cause erosion or shoaling.

This project is consistent with the existing land use requirements of Broward County and the appropriate municipality and will minimize cumulative impacts within the New River drainage basin. It is our opinion that adverse cumulative impacts will not likely result from the filling of the onsite poor-quality wetland.

III. WILDLIFE UTILIZATION

Several informal surveys of rare, threatened, endangered or species of special concern as listed by the Florida Department of Agriculture, The Florida fish and Wildlife Conservation Commission (FFWCC), and the U.S. Fish and Wildlife Service (USFWS) have been conducted on this property and no wildlife was observed. Based on previous studies of animal population within these communities, the following is a list of probable animal species that could occur on the site:

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Table 1. State and Federally Listed Species that could occur on the subject property.		Protected Species	
Common Name	Scientific Name	State	Federal
Reptiles			
Southern ringneck snake	*Diadophis punctatus*	T	n/a
Eastern indigo snake	*Drymarchon corais couperi*	T	T
Green anole	*Anolis carolinensis*	n/a	n/a
Birds			
Bald eagle	*Haliaeetus leucocephalus*	T	T
wood stork	*Mycteria americana*	T	E
little blue heron	*Egretta caerulea*	SSC	n/a
snowy egret	*Egretta thula*	SSC	n/a
tricolored heron	*Egretta tricolor*	SSC	n/a
Red-cockaded woodpecker	*Picoides borealis*	T	E
Mammals			
Nine banded armadillo	*Dasypus novemcnctus*	n/a	n/a
Amphibian			
Gopher frog	*Rana capito*	SSC	n/a

E = Endangered
T = Threatened
SSC = Species of Special Concern
n/a = Not Listed

From the list of state and federally protected species, no wildlife, rare, threatened, or endangered or species of special concern were observed on the property. The habitat value is rapidly diminishing due to extensive invasion of exotic vegetation and the deterioration caused by development in the surrounding area. In addition, a Florida Bonneted Bat (*Eumops floridanus*) survey was conducted, and it was determined that the site does not provide habitat for the species.

The proposed project of impacting 2.92 acres of mangrove wetlands and preserving and enhancing 1.29 acres of mangrove wetlands will convert existing, low-quality wetlands to a high-quality mangrove wetland that more closely resembles saltwater marsh habitat. In addition, offsite mitigation in the EMB (Appendix A) will provide one large, viable ecosystem-oriented restoration project, which is clearly the superior alternative. The size of the Bank provides an opportunity to restore and manage a significant portion of the natural ecosystem within this area. It will also provide an important buffer and habitat link to existing and proposed conservation lands.

IV. NEW RIVER DRAINAGE BASIN

As the proposed project is located within the New River drainage basin and the applicant is proposing to offset proposed impacts with the purchase of mitigation

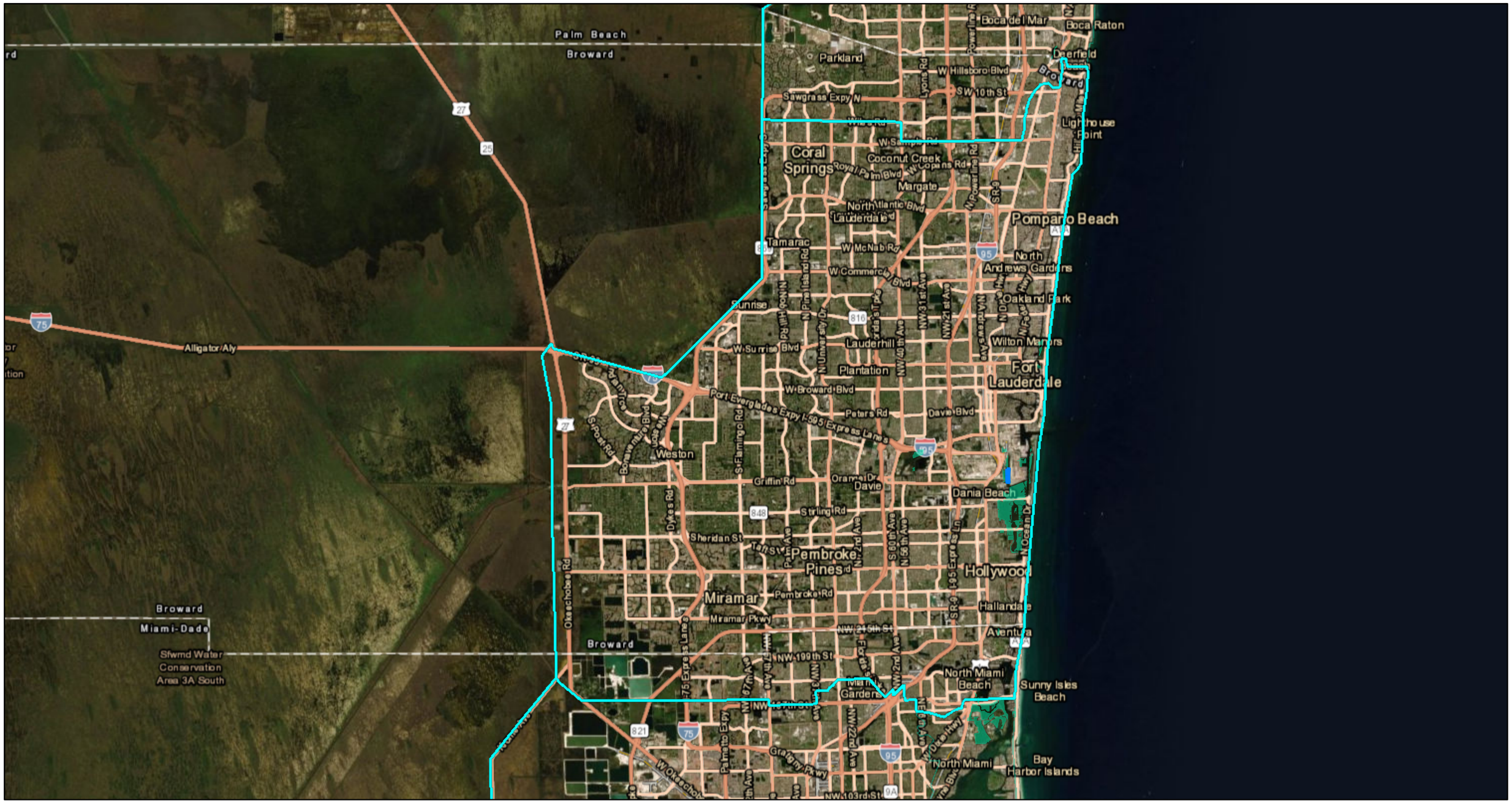
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credits from the Everglades Mitigation Bank (EMB), which is located in the Lower Everglades drainage basin, the applicant must demonstrate that no cumulative impacts will occur within the New River drainage basin. The most recent GIS data defining habitat types throughout the New River drainage basin was acquired using the Florida Department of Environmental Protection's (FDEP) web-based mapping service known as Map Direct. The GIS data on mangrove habitat and the drainage basins was provided by South Florida Water Management District (SFWMD Land Use Land Cover layer) and FDEP (Florida Water Management (WMD) Cumulative Impact Basins layer). All data analysis was restricted to the New River drainage basin and all mangrove wetlands were identified using the Land Cover Land Use layer (Figure 2). Those wetlands identified as 612 mangrove cover type covers were included in the data analysis. Mangrove wetlands were than categorized as "protected" or "at-risk". Wetlands were categorized as "protected" if they were owned by agencies at the federal, state, county, or local level or were previously placed under a conservation easement. Wetlands were categorized as at risk if they were privately owned or were not placed under a conservation easement. The data analysis to determine if a wetland was protected or at-risk involved permit research through the Broward County Environmental Protection and Growth Management Department and SWFMD. In addition, the FL-SOLARIS/CLEAR Conservation Easements and FL-SOLARIS/CLEAR Conservation Owned Lands layers on Map Direct were utilized.

The New River drainage basin comprises 409.8 square miles (262,272-acres) and approximately 30 municipalities. According to the SFWMD GIS database, there were approximately 1,569.92-acres of mangrove wetlands within the New River Drainage Basin. The majority were located east of Interstate-95 and were located within existing state and county level parks and under conservation easements. Approximately 1,446.15 acres are publicly owned and/or protected under conservation easements. Approximately 123.77 acres are at risk (privately owned), see Table 2 and 3 below. The onsite mangrove wetlands exhibit very little of the positive, preferred attributes of a high-quality wetland due to the amount of exotic plants and isolated nature. The loss of these low quality, isolated, degraded wetlands would result in an insignificant loss of wetland function to the entire New River watershed.

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GIS Map



December 28, 2021

SFWMD_LCLU_2014_2016

Wetlands

Water Management District (WMD) Cumulative Impact Basins

SFWMD

1:288,895

0 3.25 6.5 13 mi

0 5 10 20 km

WRM, DEAR, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Esri, HERE, Earthstar Geographics

Map created by Map Direct, powered by ESRI.

Florida Department of Environmental Protection makes no warranty,expressed or implied,or assumes any legal liability or responsibility for the accuracy,completeness,or usefulness of any information,apparatus,product,or process disclosed,or represents that its use would not infringe privately owned rights.

Table 2.

Mangrove Areas in New River Drainage Basin				
Area (sq yd)	Area (ac)	Status (ac)		Category
		Protected	At-risk	
144528.4316	29.86	29.86	0.00	Protected
526357.5078	108.75	108.75	0.00	Protected
357998.9434	73.97	73.97	0.00	Protected
22501.92578	4.65	4.65	0.00	Protected
255498.9395	52.79	52.79	0.00	Protected
175009.4727	36.16	0.00	36.16	At-risk
76622.33594	15.83	15.83	0.00	Protected
232136.498	47.96	47.96	0.00	Protected
1882123.646	388.87	388.87	0.00	Protected
350803.7441	72.48	72.48	0.00	Protected
276350.9238	57.10	57.10	0.00	Protected
1477478.689	305.26	305.26	0.00	Protected
136141.3516	28.13	0.00	28.13	At-risk
44657.69727	9.23	0.00	9.23	At-risk
76571.41016	15.82	0.00	15.82	At-risk
47016.71094	9.71	9.71	0.00	Protected
9764.439453	2.02	2.02	0.00	Protected
124721.082	25.77	25.77	0.00	Protected
30729.87695	6.35	6.35	0.00	Protected
71178.76172	14.71	14.71	0.00	Protected
59741.6582	12.34	12.34	0.00	Protected
181023.7891	37.40	37.40	0.00	Protected
39176.50195	8.09	8.09	0.00	Protected
57986.30273	11.98	0.00	11.98	At-risk
108689.2656	22.46	0.00	22.46	At-risk
219942.2891	45.44	45.44	0.00	Protected
46701.0293	9.65	9.65	0.00	Protected
74705.86719	15.44	15.44	0.00	Protected
32077.9707	6.63	6.63	0.00	Protected
35755.68945	7.39	7.39	0.00	Protected
234606.459	48.47	48.47	0.00	Protected
55054.58398	11.37	11.37	0.00	Protected
41564.61133	8.59	8.59	0.00	Protected
93195.6	19.26	19.26	0.00	Protected
7598414.006	**1569.92**	**1446.15**	**123.77**	-

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Table 3.

Description	Area (acres)	% of Total
Total mangrove wetlands in New River drainage basin	1,569.92	100%
All protected mangrove wetlands in New River drainage basin	1,446.15	92.1%
All at-risk mangrove wetlands in New River drainage basin	123.77	7.9%
NSU Port Property	2.92	2.36% of at-risk wetlands (0.19% of total wetlands in basin)

Any attempt to preserve this area would not accomplish the restoration of the East Everglades habitat that existed before the area was degraded by the invasion of exotic vegetation and the drainage. The applicant has established a site plan that accomplishes the project purpose and the offsite mitigation proposed will not result in a cumulative impact to the New River drainage basin.

V. MITIGATION

To compensate for wetland impacts, the applicant proposes to purchase 1.23 credits from the EMB, which will significantly improve the regional benefits of natural wetland functions throughout South Florida. The EMB is not located within the same drainage basin as the proposed project; however, it is located in the approved District service area (Appendix A). Use of the EMB to offset wetland impacts within the New River drainage basin has been approved previously by the District and will offset any potential impacts caused by the proposed project. In addition, the existing mangrove wetland on site is of poor quality as it consists of invasive/exotic species and is isolated in nature. The purchase of credits from the EMB will result in a significantly higher value habitat than the habitat located at the subject site. The EMB also provides regional ecological value and substantially higher ecological value than the mangroves/wetlands proposed to be impacted. EMB is located between Everglades National Park and Biscayne Bay National Park, which provides a wildlife corridor that allows wildlife to roam between parks. EMB also undergoes continual restoration and enhancement projects to include hydrologic improvements and vegetation management to provide long term benefits to wildlife. Therefore, the proposed project includes mitigation for

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unavoidable impacts at an approved mitigation bank and will not result in adverse impacts to water quality, habitat, hydrology or listed species.

VI. CONCLUSION

Overall, the proposed activity considered with past, present, and future activities would not result in violations of water quality standards or have significant adverse impacts to functions of wetlands or surface waters within the same watershed.

The analysis identified mangrove wetlands in the basin that were not protected by land use restrictions or dedicated as public land as “at risk.” The proposed project impacts approximately 70% of the onsite wetlands. In the event that all projects moving forward would impact the same amount of remaining wetlands (123.77 acres left in New River drainage basin unaccounted for), this would equal 86.6 acres that would be removed from the basin. Therefore, only 5% (86.6 acres of 1,569.92 acres) of the entire basin would be impacted which is a negligible amount and is not considered a cumulative impact considering wetlands preserved/protected accounted for 92.1% of all wetlands in the basin. Based on the analysis, if all “at risk” wetlands within the basin were impacted and all mitigation was conducted outside the basin, a loss of 7.9% of wetland acreage in the basin would occur. However, in this project, the wetlands are already highly degraded which results in a minimal ecological functional loss. In addition, this is a conservative estimate as many small patches of mangroves located in residential canal systems were not included due to limitations in GIS mapping. The at-risk mangrove wetlands is also most likely significantly over-estimated due to existing regulations in place that prohibit the development of mangroves and the justification required to do so.

The existing wetland has been degraded and the habitat value is rapidly diminishing because of the invasion of exotic vegetation and the deterioration caused by the industrial development in the surrounding area. In addition, similar parcels containing contiguous forested wetlands, as opposed to isolated depressional wetlands, are not common within the New River drainage basin. Given the relative lack of privately-owned parcels with existing mangrove wetlands onsite, impacts to small, isolated wetlands on subject sites would not result in a large loss of wetland acreage within the drainage basin. No portion of the property appeared to be environmentally sensitive, and the hydrologic regime is inadequate due to its isolated nature. From the list of state and federally protected species, no wildlife, rare, threatened, or endangered species or species of special concern were observed on the property. The wetlands located onsite provide little function to the watershed due to the poor quality of the wetlands. The purchase of credits from the offsite permitted EMB will offset any existing wetland function and will not result in any adverse cumulative impacts to the New River drainage basin.

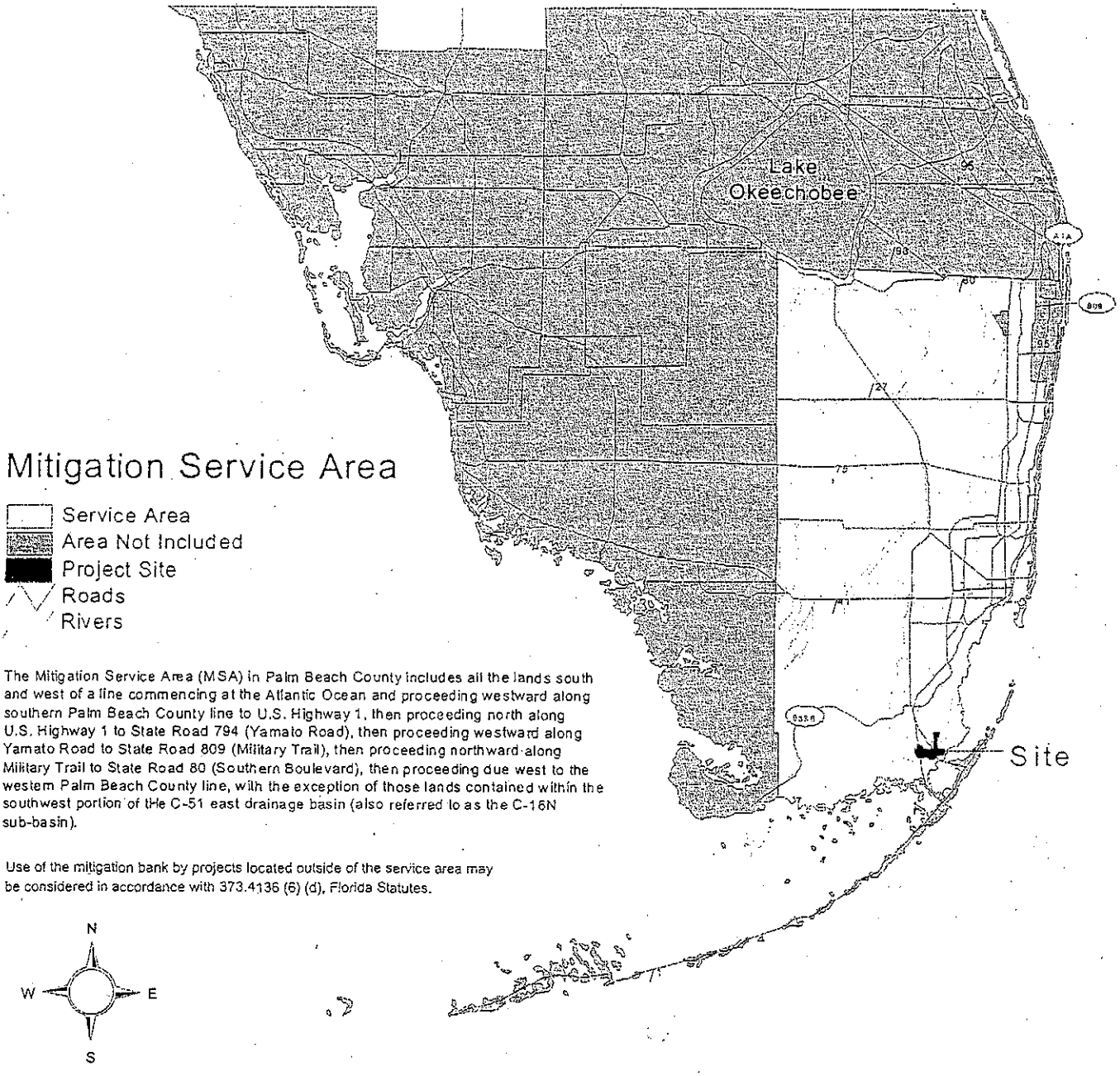
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APPENDIX A

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Figure 2

MITIGATION SERVICE AREA



Mitigation Service Area

- Service Area
- Area Not Included
- Project Site
- Roads
- Rivers

The Mitigation Service Area (MSA) in Palm Beach County includes all the lands south and west of a line commencing at the Atlantic Ocean and proceeding westward along southern Palm Beach County line to U.S. Highway 1, then proceeding north along U.S. Highway 1 to State Road 794 (Yamato Road), then proceeding westward along Yamato Road to State Road 809 (Military Trail), then proceeding northward along Military Trail to State Road 80 (Southern Boulevard), then proceeding due west to the western Palm Beach County line, with the exception of those lands contained within the southwest portion of the C-51 east drainage basin (also referred to as the C-16N sub-basin).

Use of the mitigation bank by projects located outside of the service area may be considered in accordance with 373.4136 (6) (d), Florida Statutes.

N
W E
S

Scale: NTS

Prepared By:
Cotleur & Hearing, Inc.

In association with:
Macvicar, Federico & Lamb, Inc, and
LBFH INC

08/27/03

EVERGLADES MITIGATIONBANK

Approved by FDEP: Project #0193232-055

ATTACHMENT 8

July 23, 2024

Dr. Jennifer Jurado
Chief Resilience Officer and Deputy Director
115 S. Andrews Avenue, Room 329
Fort Lauderdale, FL 33301

RECEIVED
7/23/2024

RE: NSU Port Parcel
TCG Project No. 14-0080.002
ERL No. DF20-1121

Dear Dr. Jurado:

The Chappell Group, Inc. (TCG) is in receipt of comments dated February 23, 2024, from Dr. Jennifer Jurado, Chief Resilience Officer and Deputy Director, regarding the above referenced project and provides the following response(s) to your requests. Your comments related to the proposed project are noted followed a response in **bold**:

1. The Priority Planning Areas for Sea Level Rise Map identifies areas that are at increased risk of flooding due to, or exacerbated by, sea level rise by the year 2070. In review of land use plan amendments and requests for amendments to the Environmentally Sensitive Land Map, the County requires the applicant to demonstrate that the project will not increase saltwater intrusion or areawide floating, not adversely affect groundwater quality or environmentally sensitive lands, and that subsequent development will be served by adequate stormwater management and drainage facilities.

   Response: Please see attached letter from Langan.

2. The County also strongly discourages those amendments which would place additional residential and non-residential development at risk of flooding from sea level rise. The county will take into consideration sea level rise and flood protection mitigation strategies and requirements included within the city's local comprehensive plans and/or development regulations, or improvements committed to by the applicant which would mitigate or enhance flood protection and adaptation from rising sea levels.

   Response: Please see attached letter from Langan.

3. The current application does not provide sufficient level of detail to evaluate how risk from sea level rise will be mitigated, how areawide flooding will be minimized, or how water quality will not be adversely affected. The Resilient Environment Department/Resilience Unit requests that these points be addressed thoroughly.

714 East McNab Road. Pompano Beach, FL 33060 *tel*. 954.782.1908 *fax*. 954.782.1108 www.thechappellgroup.com
Environmental Consultants | Marina & Wetland Permitting | Mitigation Design & Monitoring | T & E Species Surveys

Response: Please see attached letter from Langan.

4. The Resilient Environment Department notes the applicability of Future Conditions Map Series and their use as required by Broward County Code of Ordinances for permitting and design of the proposed site. The Resilient Environment Department/Resilience Unit requests applicant to review the height of all seawalls, banks, and berms to be consistent with Chapter 39, Article XXV – Resiliency Standards for Flood Protection of the Broward County Code of Ordinances.

   Response: The proposed retaining wall will be consistent with Chapter 39, Article XXV.

5. In addition, BCLUP Policy 2.21.6 requires Broward County to support the goals of the Broward County Climate Change Action Plan and Southeast Florida Regional Climate Action Plan as approved by the BCBCC. CCAP Actions and RCAP Recommendations and Strategies shall also be considered in the resilience review. The applicant is specifically encouraged to consider CCAP – Healthy Community Actions 26 and 30, and Natural Systems Action 98 and RCAP Recommendations and Strategies pertaining to natural system/wetland/coastal/urban green space conservation and protections, including: NS 4.1, NS 5.1, NS 5.3, NS 12.3, NS-13, NS-15, and ST 5.1.

   Response: Healthy Community Action #26 requires the enhancement of the urban tree canopy to protect walkers, transit riders and bicyclists from heat and pollution. This action item does not pertain to this project as this project does not involve public parks or transit. In addition, Healthy Community Action #30 involves the reduction or urban heat island effect (increase urban tree canopy to at least 40% county wide and Natural Systems Action 98 involves increasing natural area ecosystem resilience through regional wildland fire management, exotics removal, and the expansion of short-hydroperiod wetlands. Within the upland portion of the subject site, there is a total of sixty-three (63) trees in which sixty-two (62) of these trees are exotic including Australian pine (*Casuarina equisetifolia*), Brazilian peppertree (*Schinus terebinthifolia*), carrotwood (*Cupaniopsis anacardioides*), and earleaf acacia (*Acacia auriculiformis*). One native, non-invasive tree was identified as sea grape (*Coccoloba uvifera*). The proposed project consists of the removal of exotic vegetation and the existing exotic trees will be replaced with native trees according to the City of Dania Beach's tree removal requirements.

   The majority of recommendations provided within the Southeast Regional Climate Action Plan are to be implemented by Academic

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Institution, Local Governments, Non-Profit Organization, Regional Agencies, and Financial Institutions. These do not apply to the private sector and would not be applicable to this project.

In addition, the removal of 69% of the existing mangroves and canopy on site will not impact the overall urban tree canopy and habitat diversity of the surrounding area. A cumulative impact analysis was prepared and accepted by the environmental agencies which demonstrate that a cumulative impact to the New River Basin (Broward County) would not occur, and thus, a mitigation credit purchase from Everglades Mitigation Bank would fully offset the impacts of the proposed project. In addition, the migration of species as environmental conditions change will not be altered as the surrounding parcels such as the conservation easement at Port Everglades to the east, West Lake Park/Anne Kolb Nature Center to the south, and Snyder Park to the west provide a larger area for nesting and foraging of migratory species.

If you have any further questions or comments, please feel free to contact my office at (954) 782-1908 or via email at jena@thechappellgroup.com.

Sincerely,
THE CHAPPELL GROUP, INC.

Jena Robbins

Jena Robbins
Project Manager

714 East McNab Road. Pompano Beach, FL 33060 *tel*. 954.782.1908 *fax*. 954.782.1108 www.thechappellgroup.com

LANGAN

Technical Excellence
Practical Experience
Client Responsiveness

25 June 2023

Jena Robbins
Chappell Group
714 East McNab Road
Pompano Beach, FL 33060

Re: Drainage Summary
NSU Port Parcel
Dania Beach, Florida
Langan Project No.: 330111401

Dear Jena:

Please allow this letter and stormwater calculations to address the stormwater related comments from Broward County on the LAPC designation removal.

The proposed development will retain the 25 year storm through a network of drainage wells, exfiltration trench and retention areas. These systems will introduce a groundwater mound during rain events to area that will reduce the impact of salt water intrusion in the immediate area. Currently stormwater will fall onto the property and immediately enter the wetland system which is a brackish water body. Creating this fresh water mound during rain event will be beneficial to saltwater intrusion.

The stormwater system will protect the area from flooding since it retains the 25 year storm event onsite removing a runoff volume from the overall waterhsed. The system also provides the required water quality treatment through exfiltration trench and retention areas. No runoff is discharged to the surface water bodies with the proposed design. The system is considers future sea level rise as it is design in accordance with Broward County's future high water table maps.

Sincerely,
Langan Engineering and Environmental Services, LLC



Michael Carr, PE, LEED AP
Associate Principal

Enclosure(s): Stormwater Calculations

FBPE Registry No. 6601
\\langan.com\data\FTL\data4\330111401\Project Data\Correspondence\2024-06-25 Stormwater Summary.docx

Langan Engineering and Environmental Services

110 E Broward Blvd., Suite 1500
Fort Lauderdale, FL 33301
(954)-320-2100

Date:	**June 20, 2024**
Project Name:	**NSU Industrial**
Project Number:	**330111401**
Prepared By:	**NCM**

SURFACE WATER MANAGEMENT CALCULATIONS (S.F.W.M.D. CRITERIA)

I. GIVEN:

A. ACREAGE: *** Excluding areas draining directly to drainage wells and mangrove preservation area**

1	Swale Bottom Area =	0.020	ac.	861	SF			
2	Swale Bank Area =	0.026	ac.	1,153	SF			
3	Pavement Low Loading Area =	0.939	ac.	40,887	SF	62,649	1.438 ac.	Impervious
4	Pavement High=	0.500	ac.	21,762	SF	14,627	0.336 ac.	Pervious
5	N/A					77,276	1.774 ac.	Total
6	Green (Landscape)=	0.290	ac.	12,613	SF			
7	N/A	0.000	ac.					
8	N/A	0.000	ac.		SF			
							1.29 ac.	Mangrove Preservation Area (Excluded)
							2.05 ac.	Total Contributing to Drainage Wells
6	**Total =**	**1.77**	**ac.**				5.11 ac.	TOTAL

B. OTHER:

1. The current zoning on the property is I-G

II. DESIGN CRITERIA:

A. WATER QUALITY CRITERIA:

Quality standards shall be provided during a 3 year, 1 hour storm event for one of the following three combinations:

1. If a wet detention system, then whichever is the greater of the following:
   a. The first inch of runoff from the entire project site.
   b. The amount of 2.5 inches times the percent impervious for the project site.

2. If a dry detention system, then 75% of the volume required for the wet detention system.

3. If a retention system, then 50% of the volume required.

Also, the following shall apply:

4. If the property is zoned "Commercial", at least 0.5 inches of retention or dry detention pre-treatment will be required.

5. Any detention system shall be designed to discharge no more than 0.5 inches of the detained volume per day.

B. WATER QUANTITY CRITERIA:

1. DESIGN EVENTS AND RAINFALL AMOUNTS:

a. Design Event for Quality:

Frequency:	5	year
Duration:	1	hour
Amount:	3.25	inches

b. Design Event for Minimum Road Elevation (if not specified by Local District Criteria):

Frequency:	5	year
Duration:	1	day
Amount:	8.50	inches

c. Design Event for Minimum Discharge Elevation:

Frequency:	25	year
Duration:	3	day
Amount:	14.00	inches

d. Design Event for Minimum Finish Floor Elevation:

Frequency:	100	year
Duration:	3	day
Amount:	17.00	inches

2. ADDITIONAL DESIGN INFORMATION:

a. Design Water / Control Elevation: 2.00 NAVD
(Note: Proposed minimum road elevation must be at least 2 feet above the wet season water table or control elevation.)

b. Drainage Basin / Canal Number: N.A.

c. Receiving System Regulated Stage Elevation: N.A. NAVD

d. Design Storm Allowable Discharge: 0.00 cfs.

e. Time of Concentration: N.A. hour

f. Minimum Discharge:
Residential projects shall have systems with the calculated ability to discharge by surface flow or subsurface percolation at least 3/8 inch per day.

III. COMPUTATIONS:

A. WATER QUALITY COMPUTATIONS:

1. Compute the first inch of runoff from the entire developed project site:
   = 1.00 inch X 1.774 acres X (1 foot / 12 inches)
   = **0.148 ac-ft for the first inch of runoff**

2. Compute 2.5 inches times the percent impervious for the developed project site:
   a. Site area for water quality pervious / impervious calculations only:
      = Total Project - (Lake Area + Buildings)
      = 1.774 acres - (0.020 acres + 0.000 acres)
      = **1.754 acres of site area for water quality calculations**

   b. Impervious area for water quality pervious / impervious calculations only:
      = Site area for water quality - Pervious area
      = 1.754 acres - 0.290 acres
      = **1.465 acres of impervious area for water quality calculations**

   c. Percentage of impervious area for water quality:
      = Impervious area for water quality / Site area for water quality X 100%
      = 1.465 acres / 1.754 acres X 100%
      = **83.49 % Impervious**

   d. For 2.5 inches times the percentage of impervious area:
      = 2.5 inches X 83.49 %
      = **2.087 inches to be treated**

   e. Compute volume required for quality detention:
      = Inches to be treated X (Total Site Area - Lake Area)
      = 2.087 inches X (1.774 acres - 0.020 acres) X (1 foot / 12 inches)
      = **0.305 ac-ft required for detention storage**

3. The first inch of runoff from the entire developed site = 0.148 ac-ft
   2.5 inches times the percentage of impervious area = 0.305 ac-ft

   The volume of 0.305 ac-ft controls

4. If the project is zoned "Commercial" or if the project were discharging directly to a sensitive receiving body and is more than 40% impervious, 0.5 inches of dry detention pre-treatment must be provided:

   = 0.5 inches X (Total Site Area - Lake Area)
   = 0.5 inches X (1.774 acres - 0.020 acres) X (1 foot / 12 inches)
   = **0.073 ac-ft required for pre-treatment**

5. Compute credit for using one of the following systems:

   a. Wet detention volume to be provided:
      = Total required detention - Pre-treatment
      = 0.305 ac-ft - 0.073 ac-ft
      = **0.232 ac-ft of volume required for wet detention**

   b. Dry detention volume to be provided (75% of the total required detention volume):
      = Total required detention volume X 75%
      = 0.305 ac-ft X 75%
      = **0.229 ac-ft of volume required for dry detention**

   c. Dry retention volume to be provided (50% of the total required detention volume):
      = Total required detention volume X 50%
      = 0.305 ac-ft X 50%
      = **0.153 ac-ft of volume required for dry retention**

B.

SUMMARY OF WATER QUALITY COMPUTATIONS:

Item:	Description:	Quantity
A.1	First inch of runoff from entire project site =	0.148 ac-ft
A.2	2.5 inches times percent impervious =	0.305 ac-ft
A.3	Volume to be treated =	0.305 ac-ft
A.4	Pre-treatment required for commercial site =	0.073 ac-ft
A.5.a	Wet detention volume required =	0.232 ac-ft
A.5.b	Dry detention volume required =	0.229 ac-ft
A.5.c	Dry retention volume required =	0.153 ac-ft
A.5.d	Exfiltration trench volume required =	0.305 ac-ft

C.

STAGE ELEVATION INFORMATION:

Item:	Description:	S type	Length ft.	Area ac.	Low ft.	High ft.	I %	C %	Total Area %
1	Swale Bottom Area =	V		0.020	5.50	5.50	0	50	1.11
2	Swale Bank Area =	L		0.026	5.50	6.00	0	50	1.49
3	N/A	V							0.00
4	Pavement Low Loading Area =	L		0.939	5.00	6.00	100	100	52.91
5	N/A	V							0.00
6	Pavement High=	L		0.500	5.20	6.50	100	100	28.16
7	Green (Landscape)=	L		0.290	5.80	7.00	0	50	16.32
8	N/A	L							0.00
9	N/A	L							0.00
10	N/A	L							0.00
11	N/A	V							0.00
E	Seepage and Evapotranspiration								
	Total:			**1.774**	**5.00**	**7.00**	**81.07**	**90.54**	**100.0**

* Abbreviations:
S = Storage; (V = Vertical Storage & L = Linear Storage)
I = Impervious
C = Compaction; (Use the following compaction factors: 0%, 50%, 100%)
T = Exfiltration Trench

D. SCS CURVE NUMBER AND SOIL STORAGE CALCULATIONS:

1. Soil Moisture Storage Table:

Existing Soil Type: **2** **FLATWOODS**

Depth to Water Table ft.	Cumulative Water Storage (Pre.-Dev.) in.	Compacted Water Storage (Post 50%) in.	Compacted Water Storage (Post 100%) in.
1	0.76	0.67	0.57
2	2.50	2.19	1.88
3	5.40	4.73	4.05
4	9.00	7.88	6.75

2. Available Soil Storage Calculation:

Item:	Description:	Ave. Elev. ft.	S in.	P Area acres	Volume Stored ac-in
1	Swale Bottom Area =	5.50	6.30	0.020	0.12
2	Swale Bank Area =	5.75	7.09	0.026	0.19
3	N/A	0.00	0.00	0.000	0.00
4	Pavement Low Loading Area =	5.50	5.40	0.000	0.00
5	N/A	0.00	0.00	0.000	0.00
6	Pavement High=	5.85	6.35	0.000	0.00
7	Green (Landscape)=	6.40	7.88	0.290	2.28
8	N/A	0.00	0.00	0.000	0.00
9	N/A	0.00	0.00	0.000	0.00
10	N/A	0.00	0.00	0.000	0.00
11	N/A	0.00	0.00	0.000	0.00
	Total:	**6.30**	**33.01**	**0.336**	**2.59**

* Abbreviations: S = Soil Storage
P = Pervious

3. Moisture Storage Calculation (S):
= Available soil storage / Total Site Area
= 2.59 ac-in / 1.774 acres
= **1.46 inches**

4. SCS Curve Number Calculation (CN):
= 1000 / (S + 10)
= 1000 / (1.461 + 10)
= **87**

E. SURFACE STORAGE CALCULATIONS:

1. Stage vs. Storage Calculations:

Stage ft.	STORAGE (ac-ft) Item:	1 ac-ft	2 ac-ft	3 ac-ft	4 ac-ft	5 ac-ft	6 ac-ft	7 ac-ft	8 ac-ft	9 ac-ft	10 ac-ft	E ac-ft	Total ac-ft
2.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.47	0.47
3.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.47	0.47
3.50		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.47	0.47
4.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.47	0.47
4.50		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.47	0.47
5.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.47	0.47
5.50		0.00	0.00	0.00	0.12	0.00	0.02	0.00	0.00	0.00	0.00	0.47	0.60
6.00		0.01	0.01	0.00	0.47	0.00	0.12	0.00	0.00	0.00	0.00	0.47	1.08
6.50		0.02	0.02	0.00	0.94	0.00	0.32	0.06	0.00	0.00	0.00	0.47	1.83
7.00		0.03	0.03	0.00	1.41	0.00	0.57	0.17	0.00	0.00	0.00	0.47	2.69
7.50		0.04	0.05	0.00	1.88	0.00	0.82	0.32	0.00	0.00	0.00	0.47	3.58
8.00		0.05	0.06	0.00	2.35	0.00	1.07	0.46	0.00	0.00	0.00	0.47	4.46
8.50		0.06	0.07	0.00	2.82	0.00	1.32	0.61	0.00	0.00	0.00	0.47	5.35
9.00		0.07	0.09	0.00	3.29	0.00	1.57	0.75	0.00	0.00	0.00	0.47	6.24
9.50		0.08	0.10	0.00	3.75	0.00	1.82	0.90	0.00	0.00	0.00	0.47	7.12
10.00		0.09	0.11	0.00	4.22	0.00	2.07	1.04	0.00	0.00	0.00	0.47	8.01
10.50		0.10	0.13	0.00	4.69	0.00	2.32	1.19	0.00	0.00	0.00	0.47	8.90
11.00		0.11	0.14	0.00	5.16	0.00	2.57	1.33	0.00	0.00	0.00	0.47	9.78
11.50		0.12	0.15	0.00	5.63	0.00	2.82	1.48	0.00	0.00	0.00	0.47	10.67
12.00		0.13	0.17	0.00	6.10	0.00	3.07	1.62	0.00	0.00	0.00	0.47	11.56

* Abbreviations: E = Exfiltration Trench

F. MINIMUM BUILDING FINISH FLOOR ELEVATION CALCULATIONS (ZERO DISCHARGE):

1. The rainfall amount for the 100-Year, 3-Day storm event:
   = **17.00 in.**

2. Compute inches of runoff, Q:
   = (P - (0.2 S)) ^2 / (P + (0.8 X S))
   = (17.00 in. - (0.2 X 1.46 in.)) ^2 / (17.00 in. + (0.8 X 1.46 in.))
   = **15.36 inches of runoff**

3. Compute volume of runoff:
   = (Inches of Runoff) X (Project Area)
   = 15.36 inches X 1.774 acres X (1 foot / 12 inches)
   = **2.27 ac-ft of storage required (zero discharge)**
   =

4. From the stage vs storage curve, **2.27** ac-ft corresponds to elevation **6.76** NAVD

G. MINIMUM DISCHARGE ELEVATION CALCULATIONS (ZERO DISCHARGE):

1. The rainfall amount for the 25-Year, 3-Day storm event:
   = **14.00 in.**

2. Compute inches of runoff, Q:
   = (P - (0.2 S)) ^2 / (P + (0.8 X S))
   = (14.00 in. - (0.2 X 1.46 in.)) ^2 / (14.00 in. + (0.8 X 1.46 in.))
   = **12.39 inches of runoff**

3. Compute volume of runoff:
   = (Inches of Runoff) X (Project Area)
   = 12.39 inches X 1.774 acres X (1 foot / 12 inches)
   = **1.83 ac-ft of storage required (zero discharge)**

4. From the stage vs storage curve, **1.83** ac-ft corresponds to elevation **6.50** NAVD

H. MINIMUM ROAD CROWN ELEVATION CALCULATIONS (ZERO DISCHARGE):

1. The rainfall amount for the 10-Year, 1-Day storm event:
   = **8.50 in.**

2. Compute inches of runoff, Q:
   = (P - (0.2 S)) ^2 / (P + (0.8 X S))
   = (8.50 in. - (0.2 X 1.46 in.)) ^2 / (8.50 in. + (0.8 X 1.46 in.))
   = **6.97 inches of runoff**

3. Compute volume of runoff:
   = (Inches of Runoff) X (Project Area)
   = 6.97 inches X 1.774 acres X (1 foot / 12 inches)
   = **1.03 ac-ft of storage required (zero discharge)**

4. From the stage vs storage curve, **1.03** ac-ft corresponds to elevation **5.94** NAVD

PROPOSED DEVELOPMENT WEIGHTED C-VALUE

DA-01-Building

Horizontal Surfaces		
Impervious Area (Ac)	Pervious Area (Ac)	Weighted C-Value
C = 0.9	C = 0.3	
1.431		**0.9**

DA-02 - West Parking Lot

Horizontal Surfaces		
Impervious Area (Ac)	Pervious Area (Ac)	Weighted C-Value
C = 0.9	C = 0.3	
0.310	0.091	**0.76**

DA-03 - South Entrance

Horizontal Surfaces		
Impervious Area (Ac)	Pervious Area (Ac)	Weighted C-Value
C = 0.9	C = 0.3	
0.172	0.046	**0.77**

TOTALS CONTRIBUTING TO DRAINAGE WELLS

Impervious Area (Ac)	Pervious Area (Ac)	Total Area (Ac)
1.913	0.138	2.051

Discharge Rate of Wells(DR) CFS/FT-Head 200 GPM/FT-Head 0.45 CFS/FT-Head

PROPOSED CONDITION RUNOFF CALCULATIONS

Drainage Area	Storm Event	Weighted C-Value -C	Intensity - I ("/hr)	Area - A (Ac)	Runoff (Q) - Q=C*I*A (CFS)	Lowest Rim Elevation (ft)	Available Head (H) ft	Well Discharge Rate (CFS)	Number of Wells Required	Wells Provided
DA-01	25-YR Storm	0.90	7.3	1.43	9.40	6.21	2.71	1.21	7.79	8.00
DA-02	25-YR Storm	0.76	7.3	0.40	2.23	5.20	1.70	0.76	2.94	3.00
DA-03	25-YR Storm	0.76	7.3	0.22	1.21	6.00	2.50	1.11	1.09	1.00

Notes

1. Discharge Rate (DR) is assumed to be 200 GPM-FT Head Per Well based onwest adjacent site drainage well rates
2. Peak Runoff Rate is the Stormwater Runoff (Q) - Discharge Rate of Existing Wells (DR)*Available Head (H).
3. The available head is the height between the rim of the lowest structures connected to the drainage area network and the top of the well casing (3.5').

Wells Required **11.96**
Wells Provided **12**

LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, LLC

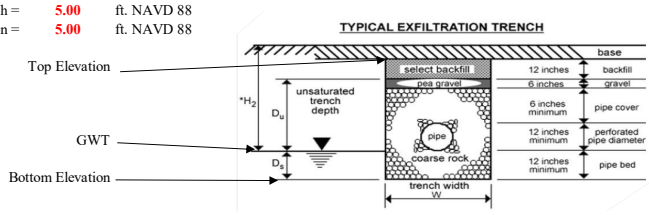
Site Calculation for NSU Industrial - 5 year

11850 NE 7th Avenue, Dania Beach, FL

WATER QUALITY CALCULATIONS

Total Site Area =	5.11	Note: Building Area and Portion of Parking lot discharging directly to Drainage Wells. Mangrove Preservation Area is NOT included			
Total Drainage Area =	**1.72**	acres.			
Impervious Area =	**1.43**	acres.	(C =	**0.90**	)
Pervious Area =	**0.29**	acres.	(C =	**0.30**	)

Lowest Grnd. Elev. for Prop. Exfil. Trench =	**5.00**	ft. NAVD 88
Lowest Existing Grate Elevation =	**5.00**	ft. NAVD 88



Proposed Exfiltration Trench:

Top Elevation =	**4.50**	ft. NAVD 88
GWT =	**2.00**	ft. NAVD 88
Pipe Diameter =	**18**	inches
Inv. Elevation =	**2.00**	ft. NAVD 88
Bottom Elevation =	**-5.50**	ft. NAVD 88
Width =	**8.00**	feet.
Weir Elevation =	**4.50**	ft. NAVD 88

Existing Exfiltration Trench:

Top Elevation =	**n/a**	ft. NAVD 88
GWT =	**n/a**	ft. NAVD 88
Pipe Diameter =	**n/a**	inches
Inv. Elevation =	**n/a**	ft. NAVD 88
Bottom Elevation =	**n/a**	ft. NAVD 88
Width =	**n/a**	feet.
Length =	**n/a**	feet.
Assumed Usage =	**0**	percent

Weighted k =	**5.00E-05**	cfs/sf-ft of head.	Based on nearby perc rates, similar conditions near Port
Safety Factor =	**2**		
DESIGN STORM FREQUENCY (YEARS):	**5**		
MINIMUM TIME OF CONCENTRATION (MINUTES):	**10.00**		

BASIN DESIGN INFORMATION per DERM

TOTAL DRAINAGE AREA =	**0.696**	hectares or	**1.719**	acres.
TOTAL IMPERVIOUS DRAINAGE AREA =	**0.578**	hectares or	**1.429**	acres.
IMPERVIOUS RUNOFF COEFFICIENT =	**0.90**			
TOTAL PERVIOUS DRAINAGE AREA =	**0.117**	hectares or	**0.290**	acres.
PERVIOUS RUNOFF COEFFICIENT =	**0.30**			
SUB-BASIN DRAINAGE AREA =	**0.696**	hectares or	**1.719**	acres.
SUB-BASIN IMPERVIOUS DRAINAGE AREA =	**0.578**	hectares or	**1.429**	acres.
IMPERVIOUS RUNOFF COEFFICIENT =	**0.90**			
SUB-BASIN PERVIOUS DRAINAGE AREA =	**0.117**	hectares or	**0.290**	acres.
PERVIOUS RUNOFF COEFFICIENT =	**0.30**			
SUB-BASIN TIME OF CONCENTRATION =	**10.00**	minutes		
DESIGN STORM FREQUENCY =	**5**	years		
SUB-BASIN TIME OF CONCENTRATION =	**10.00**	minutes		
SUB-BASIN TIME FOR FIRST INCH OF RUNOFF =	**12.95**	minutes		
REQUIRED WATER QUALITY TREATMENT TIME =	**22.95**	minutes		

WATER QUALITY CALCULATIONS

Water Qaulity Based on 1" Over the Entire Drainage Area =	**0.14**	ac-ft
Water Qaulity Based on 2.5" Over the Impervious Area =	**0.30**	ac-ft

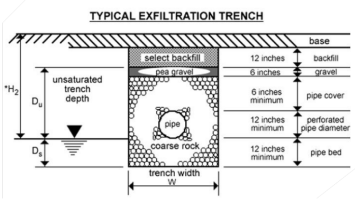
TREATMENT VOLUME REQUIRED (Greater of the two above):

Vtrmt =	**12,971**	**cu. ft.**
Vtrmt =	**0.30**	**ac.-ft.**

TYPICAL EXFILTRATION TRENCH DESIGN by SFWMD

L = SF x [(%WQ)(Volume WQ) + Volume Additional)] / [k x (2 x H2 x Du - Du^2 + 2 x H2 x Ds) + (1.39 x 10^-4) x (W x Du)]

Volume = Treatment Volume WQ + Volume Additional - Capacity of Exist. Trench (ac-in)
k = Weighted Hyd. Conductivity (cfs/sf - ft)
H2 = Depth to the Water Table (ft)
W = Trench width (ft)
Du = Non-Saturated Trench Depth (ft)
Ds = Saturated Trench Depth (ft)
SF = Safety Factor



% WQ=	**100%**				
Capacity of Exist. Exfil. Trench =	**0.000**	ha-m or	**0.000**	ac.-ft.	
Treatment Volume WQ =	**0.037**	ha-m or	**0.30**	ac.-ft.	
=	**3.573**	ac-in.			
Volume Additional =	**2.065**	ac-in.	**0.17**	ac.-ft.	(Drainage Area * 3.28 (5-year, 1-hour Rainfall)) - Treatment Volume
Volume=	**5.638**	ac-in.	**0.47**	ac.-ft.	ADD TO SWM CALCS STORAGE
k =	**5.00E-05**	cfs/sf-ft			
H2 =	**3.00**	ft.			
W =	**8.00**	ft.			
Du =	**2.50**	ft.			
Ds =	**7.50**	ft.			
SF =	**2.00**				

Max Volume for Exfil.	3.57	ac-in	
L Required =	**1,307**	**feet**	For Water Quality Treatment

PROVIDED LENGTH =	1,327	feet

ATTACHMENT 9

July 23, 2024

Ms. Linda Sunderland
Environmental Program Supervisor
Broward County Resilient Environment Department
1 N University Drive, Mailbox 201
Plantation, Florida 33324

RE: NSU Port Parcel
TCG Project No. 14-0080.002
ERL No. DF20-1121

RECEIVED 7/23/2024

Dear Ms. Sunderland:

The Chappell Group, Inc. (TCG) is in receipt of comments dated February 27, 2024, regarding the above referenced project and provides the following response(s) to your requests. Your comments related to the proposed project are noted followed a response in **bold**:

1. The ERL and ERP applications remain under review pending 1) submittal of application fees, 2) submittal and review of a Surface Water Management application and associated fees, 3) status of the LAPC designation, 4) wetland avoidance, minimization, and mitigation technical issues, 6) identification of cumulative impacts, 7) evaluation of impacts to tidal flow/flushing, and 8) submittal of draft Conservation Easement documents.
2. A County Surface Water Management License application has not been received as of the date of this Memorandum.

Comments:
Shutts & Bowen LLP's request to the Broward County Planning Council is to amend the ESL map, removing the LAPC designation from a significant portion (4.1 acres) of the approximate 5.113-acre site of mangrove wetlands for a commercial development on folio # 504226000021.

The following section details the criteria for LAPC designation, the applicant's evaluation of the Site, and EPD's comments and observations:

1. **Criterion:** Marine Resources - Coastal areas of unique, scarce, fragile, or vulnerable natural habitat, physical features and scenic importance, or; coastal areas of high natural productivity or essential habitat for fish, wildlife, and the various trophic levels in the food web critical to their well-being, or; coastal areas of substantial recreational value and/or potential, or; areas needed to protect, maintain, or replenish coastal flood plains, coral and other reefs, beaches, offshore sand deposits and mangrove stands.

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Environmental Consultants | Marina & Wetland Permitting | Mitigation Design & Monitoring | T & E Species Surveys

Applicant: The Subject Site does not have resources that are unique, scarce, fragile or vulnerable. The 5.11-acre Site contains 4.21 acres of mangrove wetland with a fringe of disturbed uplands on the west side. The dominant species on site were red and black mangroves and consisted of non-native species such as Brazilian pepper, earleaf acacia and Australian pine. The interior of the Site displays some evidence of previous alteration, and the Site is surrounded by commercial parcels.

Staff comments: The Site meets the above criteria as "coastal areas of high natural productivity or essential habitat for fish, wildlife, and the various trophic levels in the food web critical to their well-being". The Site is contiguous with approximately 160 acres of red and black mangroves and provides habitat and food web support.

Response: Mangrove habitat is not a unique habitat in southeast Florida. Of the 4.21 acres of mangrove habitat, approximately 1.29 acres will remain and be placed under a conservation easement. The 1.29 acres of mangrove habitat to remain will be located on the eastern portion of the site which will remain contiguous with the approximately 160 acres of red and black mangroves on adjacent properties that are owned by the Broward County Board of County Commissioners.

2. **Criterion:** Natural Landforms and Features - A geological, hydrological, or physiographical feature confined to a small area of Broward County and considered quite rare locally or regionally, or; a representative natural ecosystem and/or its units existing in a few isolated locations, but extirpated from most of the county.

   Applicant: No locally or regionally rare geological, hydrological, or physiological features are present on site. Overall, the majority of existing mangrove wetlands within Broward County are located east of US-1 within the center of the County, primarily within Broward County's West Lake Park and John U. Lloyd State Park. Additional smaller contiguous areas of existing mangroves are located within Port Everglades, Broward County's Deerfield Island Park, the Bonnet House, Hugh Taylor Birch State Park and the City of Hollywood's Holland Park. Remaining areas of mangroves consist primarily of small mangrove fringes present along existing canals and channelized waterways, including those within South Florida Water Management District right-of-way. These mangrove areas are typically under various forms of site protection, either as conservation easements or within designated park boundaries. Thus, the site is not considered rare locally or regionally. The loss of this low quality, degraded wetland would result in an insignificant loss of wetland function to Broward County.

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Staff comments: Mangroves are limited to the eastern edge of Broward County in areas of tidal influence and are therefore a very small percentage of the overall county habitat. This Site is not a "low quality, degraded wetland". Impacts to small parcels of mangrove wetlands does have a cumulative impact to the overall coverage of mangroves in the County. The Site meets the criteria above as a natural ecosystem and physiographical feature confined to a small area of the County.

Response: Of the 4.21 acres of mangrove wetlands on site, 1.29 acres will remain, be enhanced, and be placed under a conservation easement. The other 2.92 acres will be filled for the development of a warehouse facility. Therefore 30% of the mangrove wetlands on site will not be impacted. The 70% of mangrove wetland impacts does not constitute a cumulative impact to mangrove wetlands within the New River drainage basin. Please see attached cumulative impact analysis. The site consists of exotic/nuisance species and appears to be previously altered as the western portion of the site was previously impacted with fill and the lake was excavated. In addition, this parcel is located directly adjacent to high intensity warehouse facilities and the majority of remaining mangrove wetlands within Broward County are protected as they are owned by agencies at the federal, state, county, or local level or were previously placed under conservation easements.

3. **Criterion:** Native Vegetative Communities
   A Local Area of Particular Concern (Native Vegetative Communities Category) is an area which shows a predominance of native vegetation associated with one or more of the following ecological communities: Beach and Dune Community; Coastal Strand Forest Community; Mangrove Community (Saltwater Swamp); Scrub Community; Pine Flatwoods Community; High Hammock Community; Low Hammock Community; Cypress Wetland Community (Freshwater Swamp); Everglades Community (Freshwater Marsh).

   Applicant: While mangroves are present within the site, the mangroves observed appeared stressed, most likely due to the existing elevations and previous alteration of the site. In addition, exotic Brazilian pepper, Australian Pine, and earleaf acacia are present which make this a low-quality mangrove wetland.

   Staff comments: Mangroves on site are mature red and black mangroves. The only documented alteration of the Site was the created of two small surface water bodies, between 1955 and 1963 during the installation of the FPL transmission lines, which was conducted prior to County licensing regulations. The exotics mentioned are limited to the western upland edge of the Site. The Site meets the criterion above with a predominance of native vegetation associated with a mangrove community.

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Response: The Site does have a native vegetative community. As previously stated, it also consists of nonnative/exotic species and is surrounded by commercial/industrial developments as well.

(b) In addition, a Local Area of Particular Concern (Native Vegetative Communities Category) must satisfy **at least three** of the following criterion:

i. **Uniqueness** - The site contains a significant sample of rare or endangered species, or, the site is among a small number of sites in Broward County representing a particular ecological community.

Applicant: The site was surveyed for the potential presence of listed species and/or listed species habitat. Due to the developed surroundings, existing vegetative conditions, and use of the eastern portion of the site, the subject area does not provide for roosting or forage habitat by listed species, and any use by such species would likely be only transient in nature. The site is not a highly productive coastal tideland as a low amount of tidal inundation occurs. The site is not used for scientific study or research on wildlife.

Staff comments: The Site meets the criteria above as there are a small number mangrove parcels in relation to the overall county size. This Site was inspected on February 16, 2024, and was found to contain a 15-20' wide fringe of exotic vegetation on the western edge. The remaining area contains approximately a 95% canopy of mature red and black mangroves. The Site is tidally flushed. Some anthropogenic impacts of trash were noted. The area provides nursery habitat for many species fishes, and foraging habitat for crustaceans, invertebrates, reptiles, and birds. Mangroves contribute to the overall health of an ecosystem by providing habitat, trapping and cycling of nutrients and organics. Mangroves also provide food for many species from the algae that grows on the roots. Extensive areas of mangroves are a unique and very limited resource in Broward County. This Site is situated within approximately 160 acres of undeveloped land, mostly mangroves.

Response: The exotic vegetation on the western edge ranges from 40-170' wide. This site is not unique as the western portion of the property was previously impacted with fill and the lake was excavated. The parcel is also located directly adjacent to high intensity warehouse facilities.

ii. **Diversity** - A significant sample of two or more ecological communities are contained within the site.

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Applicant: Only one ecological community is present, a mangrove wetland.

Staff comments: The Site provides two habitats, the upland western edge and the mangrove wetlands, therefore, the Site meets the criteria above.

iii. **Low Level of Exotic Invasion** - The degree and nature of exotic invasion on the site is such that it can be easily managed or mitigated.

Applicant: Brazilian pepper, Australian pine, and earleaf acacia are scattered throughout the site and cannot be easily maintained.

Staff comments: Exotics are limited to the western upland edge of the Site and can be treated or removed. The remainer of the Site is mature red and black mangroves. Ground coverage includes mangrove saplings and black mangrove pneumatophores. The Site meets the criteria above.

Response: Exotics are also scattered within the mangrove wetland area and cannot be easily maintained.

iv. **Potential for Protection** - Ownership patterns, development status and other factors make the resources of a site likely to be successfully protected.

Applicant: The adjacent properties to the west are continually being developed into commercial properties. The Site and the surrounding area are not likely to be protected in the future due to continuing development.

Staff comments: The Site abuts mangrove wetlands which are owned by Broward County and a FPL transmission line easement. Development impacts are low for those parcels. The Site is hydrologically connected tidally connected to the Dania Cut-off Canal to the south and contiguous to adjacent mangrove wetlands. All stormwater runoff entering the site is pretreated. The area is tidally flushed daily. The Site meets the criteria above.

Response: The adjacent sites to the north, south, and east are owned by Broward County and are protected. Similar to the subject site, the adjacent sites to the north and west are privately owned and have been developed into commercial and industrial properties. The wetlands that are proposed to remain on the eastern portion of the site will continue to be tidally connected to

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the Dania Cut-off Canal and contiguous to the adjacent mangrove wetlands.

v. **Geography** - The site has proximity to other resources which would heighten its value as a LAPC (e.g., other ESLs, public parks, waterfront).

Applicant: Commercial development exists adjacent to the west of the site. Wetlands exist to the north, east, and south and are part of parcels that consist of FP&L transmission lines. In addition, Port Everglades and the Fort Lauderdale / Hollywood International Airport are in the immediate surrounding area.

Staff comments: This Site is a portion of approximately 160 acres of mangrove wetlands. It is also tidally connected to the Dania Cut-off canal, and by extension to West Lake Park. The Site meets the criteria above.

Response: The 160 acres of mangrove wetlands are owned by Broward County. The subject site is a privately owned parcel also adjacent to other privately owned commercial and industrial properties. The subject site is also zoned Industrial General through the City of Dania Beach which is consistent with the other industrial properties in the vicinity.

4. **Criterion:** Wildlife - Existing wildlife refuges, reserves, and sanctuaries, or; known habitats of rare, threatened, or endangered species or species of special concern, or; major wildlife intensive use areas such as well-developed hammock communities, highly productive coastal tidelands, and mangroves, or; areas used for scientific study and research on wildlife.

Applicant: The Site was surveyed for the potential presence of listed species and/or listed species habitat. Due to the developed surroundings, existing vegetative conditions, and use of the eastern portion of the site, the subject area does not provide for roosting or forage habitat by listed species, and any use by such species would likely be only transient in nature.

Staff comments: The Site is contiguous to approximately 160 acres of mangrove habitat which provides roosting, foraging, and refuge for many species. The Site meets the criteria above.

Response: The subject site consisting of 4.21 acres of wetland habitat is minimal to the overall 160 acres of mangrove habitat that is owned by Broward County and under a conservation easement.

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5. **Criterion:** Economic Resources - Existing ports, marinas, piers, energy resources, and artificial reefs, or; areas noted for specific study and research concerning economic development.

   Applicant: Port Everglades and the Fort Lauderdale/Hollywood International Airport are present in the immediate vicinity of the subject site. No known specific study or research is being conducted concerning the site and economic development.

   Staff comments: The Site is not an economic resource or currently an area of known specific study.

6. **Criterion:** Cultural Resources - Sites designated on the National Register of Historic Places or on the Florida Master Site File, or; sites related to the general development of the local area, region, or State, or; buildings which are significant examples of the architectural design of their period, or; sites associated with the life/lives of important person(s), or social, political, cultural, or economic movements or with historical events, or; archaeological sites which have yielded useful information on the area's past.

   Applicant: No cultural resources are present. The site is not designated on the National Register of Historic Places or on the Florida Master Site File. The Department of Historical Resources reviewed the site as part of the U.S. Army Corps permit process.

   Staff comment: No known cultural resources are present.

Based upon EPD's research and direct observations, the Site continues to meet the criteria for LAPC designation. Development of this site will have negative impacts to the adjacent mangrove area since the development would create a dam, limiting tidal flow / flushing to the northern wetlands. Retaining walls will have to be constructed, and the construction and footprint may impact additional wetlands.

Expansive mangrove wetlands habitat is a limited resource in Broward County with areas constantly under threat from development. There are few sites of this size remaining, and this Site provides habitat for a variety of species. There is a cumulative impact to overall mangrove wetland resources from projects proposing impacts.

Response: Of the 4.21 acres of mangrove wetlands on site, 1.29 acres will remain, be enhanced, and be placed under a conservation easement. The other 2.92 acres will be filled for the development of a warehouse facility. The wetland impacts will also be offset through the purchase of credits from the Everglades Mitigation Bank which will result in a significantly higher value habitat than the habitat located at the subject site. The EMB also provides regional ecological value and substantially higher ecological value than the mangroves/wetlands

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proposed to be impacted. EMB is located between Everglades National Park and Biscayne Bay National Park, which provides a wildlife corridor that allows wildlife to roam between parks. EMB also undergoes continual restoration and enhancement projects to include hydrologic improvements and vegetation management to provide long term benefits to wildlife.

In addition, the impact to 70% of the mangrove wetlands onsite does not constitute a cumulative impact to mangrove wetlands within the New River drainage basin. Please see attached cumulative impact analysis. The site consists of exotic/nuisance species and appears to be previously altered. In addition, the majority of remaining mangrove wetlands within Broward County are protected as they are owned by agencies at the federal, state, county, or local level or were previously placed under conservation easements. Considering a 70% impact to the "at-risk" wetlands that are not owned by agencies or currently under a conservation easements,

If you have any further questions or comments, please feel free to contact my office at (954) 782-1908 or via email at jena@thechappellgroup.com.

Sincerely,
THE CHAPPELL GROUP, INC.

Jena Robbins

Jena Robbins
Project Manager

714 East McNab Road. Pompano Beach, FL 33060 *tel*. 954.782.1908 *fax*. 954.782.1108 www.thechappellgroup.com

ATTACHMENT 10

Resilient Environment Department
ENVIRONMENTAL PERMITTING DIVISION
1 North University Drive, Mailbox 201, Plantation, Florida 33324 • 954-519-1483 • FAX 954-519-1412

MEMORANDUM

TO: David Vanlandingham, Director
Environmental Permitting Division (EPD)

THROUGH: Carlos Adorisio, P.E., Deputy Director

RECEIVED 8/6/2024

FROM: Linda Sunderland, EPD LTS
Environmental Program Supervisor

DATE: August 6, 2024

SUBJECT: Environmentally Sensitive Lands (ESL) Map Amendment
Environmentally Sensitive Lands Site / LAPC #97

The Environmental Permitting Division (ERP) has received and reviewed the response from The Chappell Group (TCG) (including the Cumulative Impact Analysis and stormwater calculations from Langan Engineering and Environmental Services, LLC (Langan)) to previous comments provided to the Planning Council.

The response from TCG represents the site as 1) a poor quality and highly degraded isolated wetland, 2) reliant on rainfall and groundwater for hydrology, 3) with habitat value rapidly diminishing because of exotic vegetation. 4) having no wildlife and 5) development of the site will have no negative or cumulative impacts.

EPD has visited the site several times recently and has prepared the attached visual presentation with 9 slides to help illustrate our below responses to the TCG analysis.

1. The western edge of the site does have an upland buffer with some exotic vegetation and there are also a few higher elevation points in the mangrove area that are remnant of the excavation of the borrow pit / lake excavation (Slide 8). The exotic vegetation is limited in area and could be easily removed or treated. The remainer of the site (Slides 9 & 10) is a mature, highly functional mangrove ecosystem with red and black mangrove trees 20+ feet tall with no exotics noted during EPD inspection. The site is not isolated. It is contiguous to approximately 160 acres of red and black mangroves (Slide 3).

2. The site is tidally connected to the Dania Cut Off Canal to the south (Slide 3) and therefore is flushed by daily tide changes. All stormwater entering the site is pretreated and therefore there are no negative impacts from the adjacent developed areas. As noted above, only a small portion of the site along the western edge of the site contains exotic vegetation which can be easily treated.

MEMORANDUM
Linda Sunderland, EPD
August 6, 2024

3. During EPD staff visits, wildlife usage has been noted on the site (Slide 6), including birds, fish, crustaceans, reptiles and mammals. The site is a highly mature mangrove habitat with trees 20+ feet tall, an extensive aerial coverage of red mangrove roots, open water and protected waters (Slide 9 & 10). The site is contiguous to approximately 160 acres of mangrove habitat which provides roosting, foraging, and refuge for many species, including fish that later in life migrate to deeper waters offshore. Slide 2 lists mangrove ecosystem benefits.

4. The stormwater calculations provided by Langan only discusses stormwater management for the proposed site. It does not discuss or provide modeling data to show potential impacts to the surrounding mangroves by having tidal flow partially dammed (Slide 7).

Development of this site will have 1) permanent impacts to 2.92 acres of mature, highly functional mangrove wetlands, 2) negative impacts to the adjacent mangrove area since the development through the creation of a partial dam limits tidal flow / flushing to the northern wetlands, and 3) additional wetland impacts outside of the project footprint due to construction including the retaining walls (Slide 4).

Expansive mangrove wetlands habitat (Slide 8) is a limited resource in Broward County with areas constantly under threat from development. If this site and the other privately held sites nearby are developed, approximately 20 acres of mangroves will be lost. There are few sites of this size remaining and therefore, it has significant potential to provide habitat for a variety of species. There is a cumulative impact to overall mangrove wetland resources from projects proposing impacts (Slide 5).

At this time, based on our previous review provided to the Planning Council and the information above, we strongly believe the site continues to meet the criteria for a LAPC and do not have reasonable assurances that the project as proposed will meet the criteria issuance of a County Environmental Resource License, County Stormwater Management License or State FDEP Environmental Resource Permit. All three approvals would be issued by ERP under a delegation agreement with FDEP.

Enclosure: PDF of PowerPoint Presentation

Comments on ESL Map Amendment for LAPC Site #97



LAPC #97 2/16/2024

Natural Resources Program
Environmental Permitting Division
Resilient Environment Department

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Mangroves Matter

Why are Mangroves Important?

- Mangroves provide function and value to the coastlines they inhabit
  - Shoreline stabilization
    - Storm/erosion protection
  - Ecosystem support
    - Nursery habitat (birds, fish, invertebrates)
  - Commercial fisheries
    - Mangroves support sea grass and coral reef ecosystems that fisheries rely on
  - Trap pollutants
    - Stormwater runoff: nutrients, chemicals, etc.

4/23/2015

Why are Mangroves Important?

- Decrease sedimentation on coral reefs and sea grasses, when mangroves are present
  - Better habitat = better fish
  - Shelter and food for development stages of fisheries
  - Beaches and coral reefs are a multi-billion dollar industry
- Mangroves are a natural barrier versus man-made seawalls and rip-rap

4/23/2015

Why are Mangroves Important?

Florida Fishery Economics

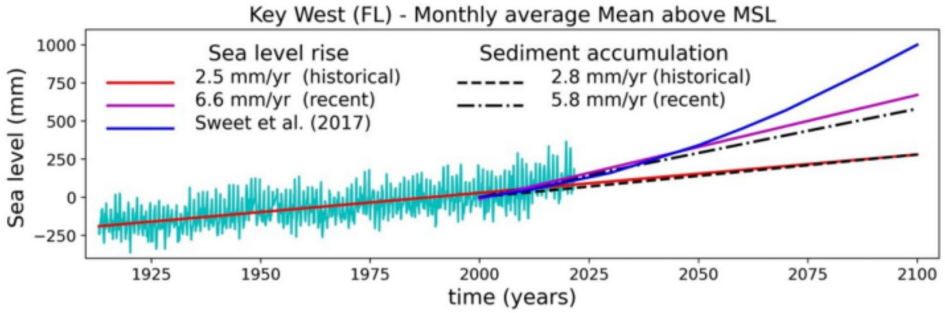
- $24 billion marine industry
- $14.6 billion fishing industry
- $53 billion tourist industry: beaches & coral reefs
- Shorter mangroves contribute less to fisheries
- In 1975 $ values (worth 4.5x today):
  - a 5 ft. red mangrove contributed $144/ac/yr
  - a 35 ft. red mangrove contributed $ 6,514/ac/yr
- Recreational fishing activity creates ~54,000 Florida jobs & $5.4 billion



Painting by Monica Gutierrez-Quarto, Mangrove Action Project

Florida Fishery Economics http://myfwc.com/conservation/value/saltwater-fishing/ (2010 values)

4/23/2015 24



Mangrove loss with sea level rise

Parkinson, Randall W., and Shimon Wdowinski. "Accelerating sea-level rise and the fate of mangrove plant communities in South Florida, USA." *Geomorphology* 412 (2022): 108329.

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Location



Dania Cut Off Canal

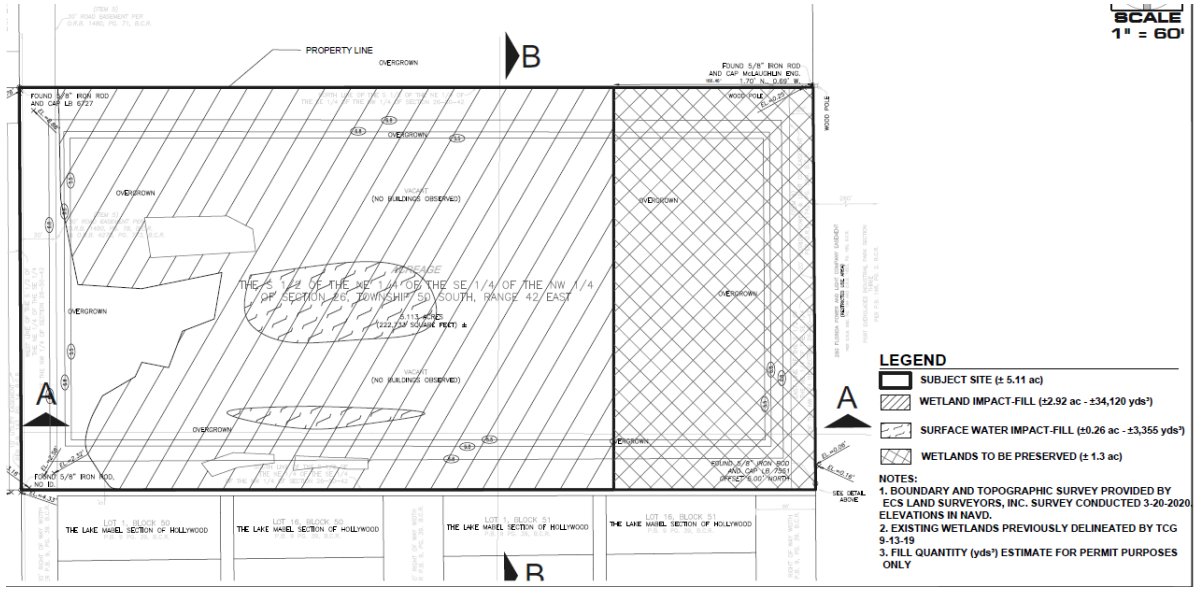


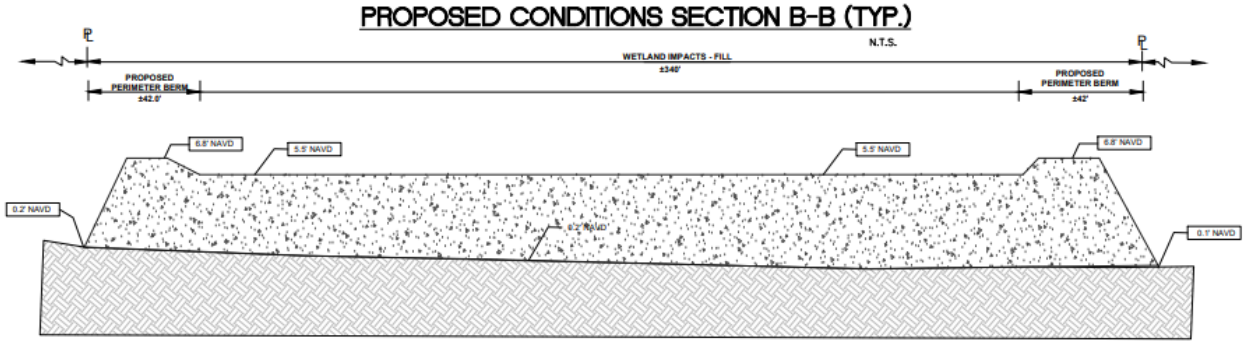
Proposed development area

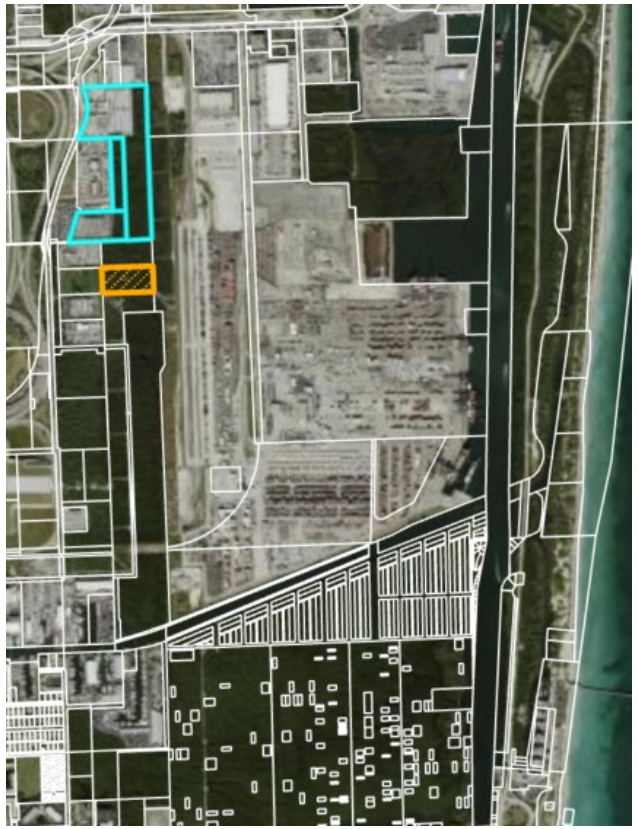
Proposed CE area

The site is contiguous to approximately 160 acres of mangrove habitat which provides roosting, foraging, refuge for many species

The project is proposing a construction of a retaining wall at the property line. Installation of the wall will have secondary impacts to adjacent mangroves.









Potential Cumulative Impacts

Future impacts to privately owned parcels would create significant cumulative impacts to the mangrove ecosystem.

Wildlife Usage

EPD staff observed birds, reptiles, crustaceans, and a mammal skull onsite.

Wildlife usage is representative of a high-quality Wetland.



Photo: Crab holes, M. Decker, 5/22/2020



Photo: Mammal skull,
K. Scheffer 2/16/2024

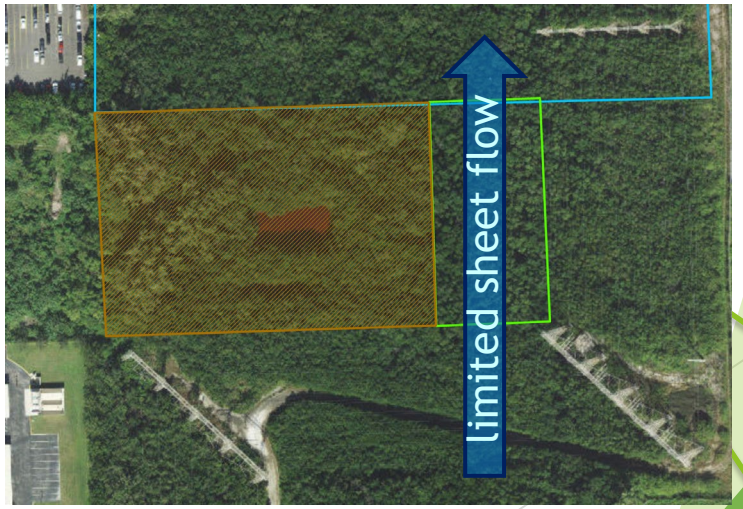


Hydrology Concerns

- Proposed impacts create a dam effect for tidal flushing to 40 ac of mangrove habitat to the north.
- Langan's letter only addresses stormwater management concerns and lacks calculations/discussion regarding restriction of tidal flow.



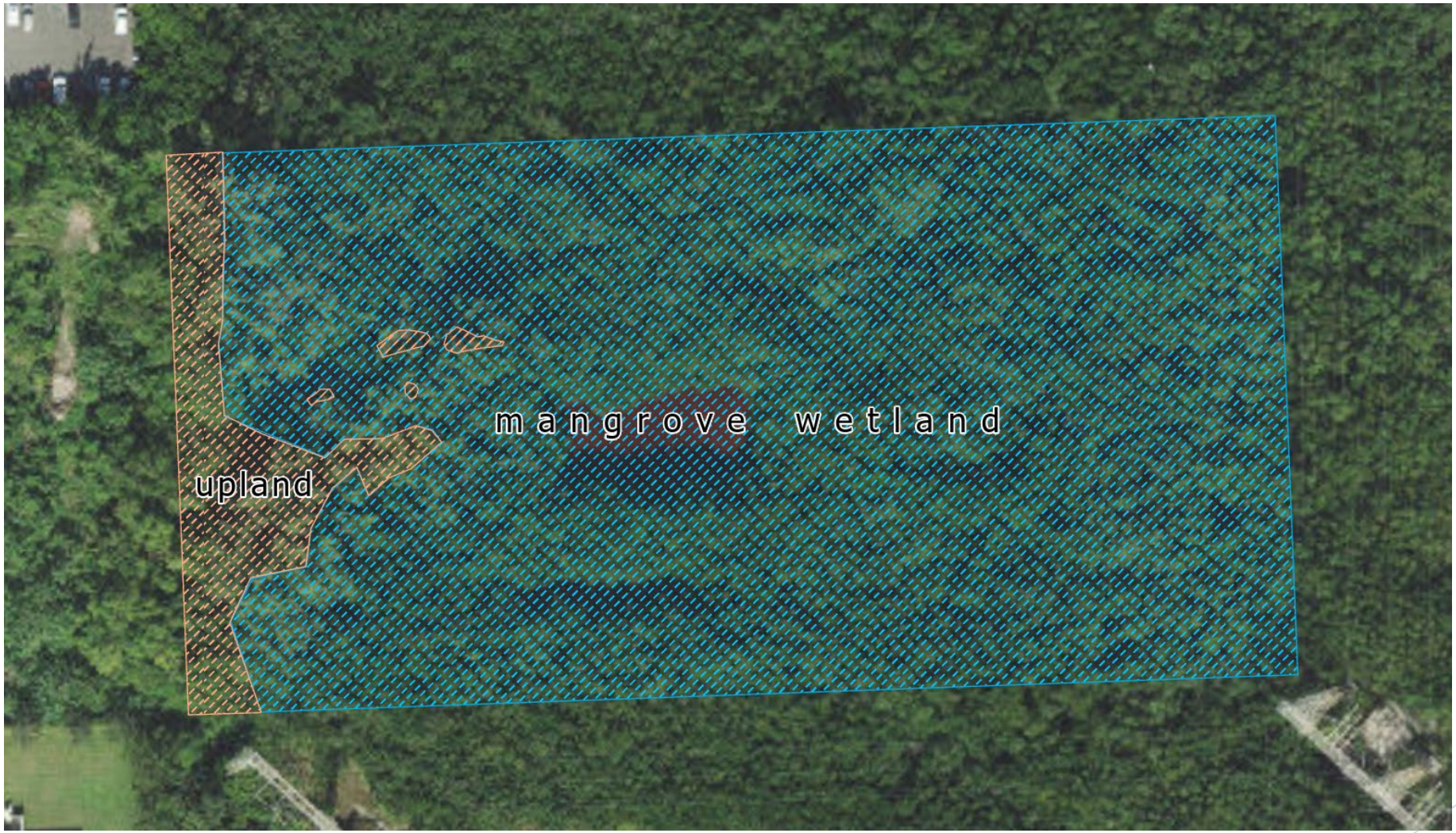
existing conditions



proposed impacts



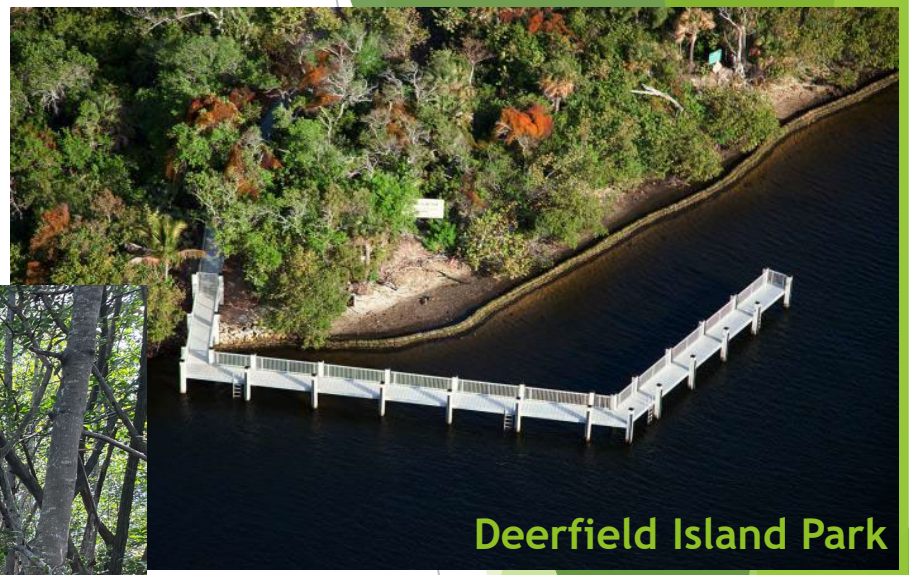
Project site showing upland and wetland areas.



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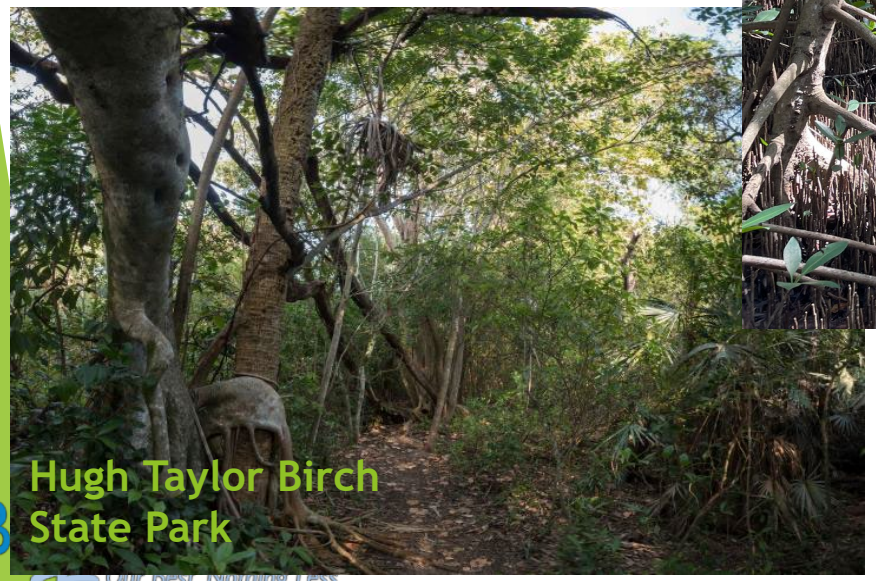
Subject site is of comparable quality to state/local parks in Broward







Subject Site
(Extensive mangrove habitat)
Photo taken: 2/16/2024





Subject Site: LAPC 97
Photo: *2/16/2024*

High Quality Mangrove Wetland

- Tall **healthy** red mangroves (>20')
- **Established** red mangroves (Prop root ground coverage >85%)
- No exotics were noted during inspections



BROWARD.org Our Best. Nothing Less.

ATTACHMENT 11

BROWARD COUNTY FLORIDA

RECEIVED 8/13/2024

RESILIENT ENVIRONMENT DEPARTMENT
115 S. Andrews Avenue, Room 329 • Fort Lauderdale, Florida 33301 • 954-357-6613 • FAX 954-357-8655

To: Ms. Barbara Blake-Boy, Executive Director, Broward County Planning Council

From: Dr. Jennifer Jurado, Chief Resilience Officer, and Deputy Director JJ.

Date: 8/13/2024

Re: Response to Applicant for Review of PCNRM 24-3 (Site 97 on ESL Map)

The Broward County Resilient Environment Department / Resilience Unit provided comment regarding land use plan amendment (LUPA) application for PCNRM 24-3 known as Site 97 on the Environmentally Sensitive Lands Map on February 23, 2024. The Department comments noted that the site is located entirely within an area prioritized for resilience planning consideration, as indicated on the Priority Planning Areas for Sea Level Rise Map. Therefore, BCLUP Policies 2.21.1, 2.21.5, and 2.21.6 apply in the review of this application.

Specifically, **POLICY 2.21.5** states that "Broward County shall, prior to approving land use plan amendments in the areas prone to flooding and/or the impacts of sea level rise, as identified on the Flood Plains, Flood Prone Areas, and Coastal High Hazard Areas Map and the Priority Planning Areas for Sea Level Rise Map, respectively, determine that the subsequent development will be served by adequate storm water management and drainage facilities, not adversely affect groundwater quality or environmentally sensitive lands and not increase saltwater intrusion or area-wide flooding."

The Resilience Unit places emphasis on the reference to the required determination that the development will not adversely affect environmentally sensitive lands and that the site be served by adequate stormwater management and drainage facilities.

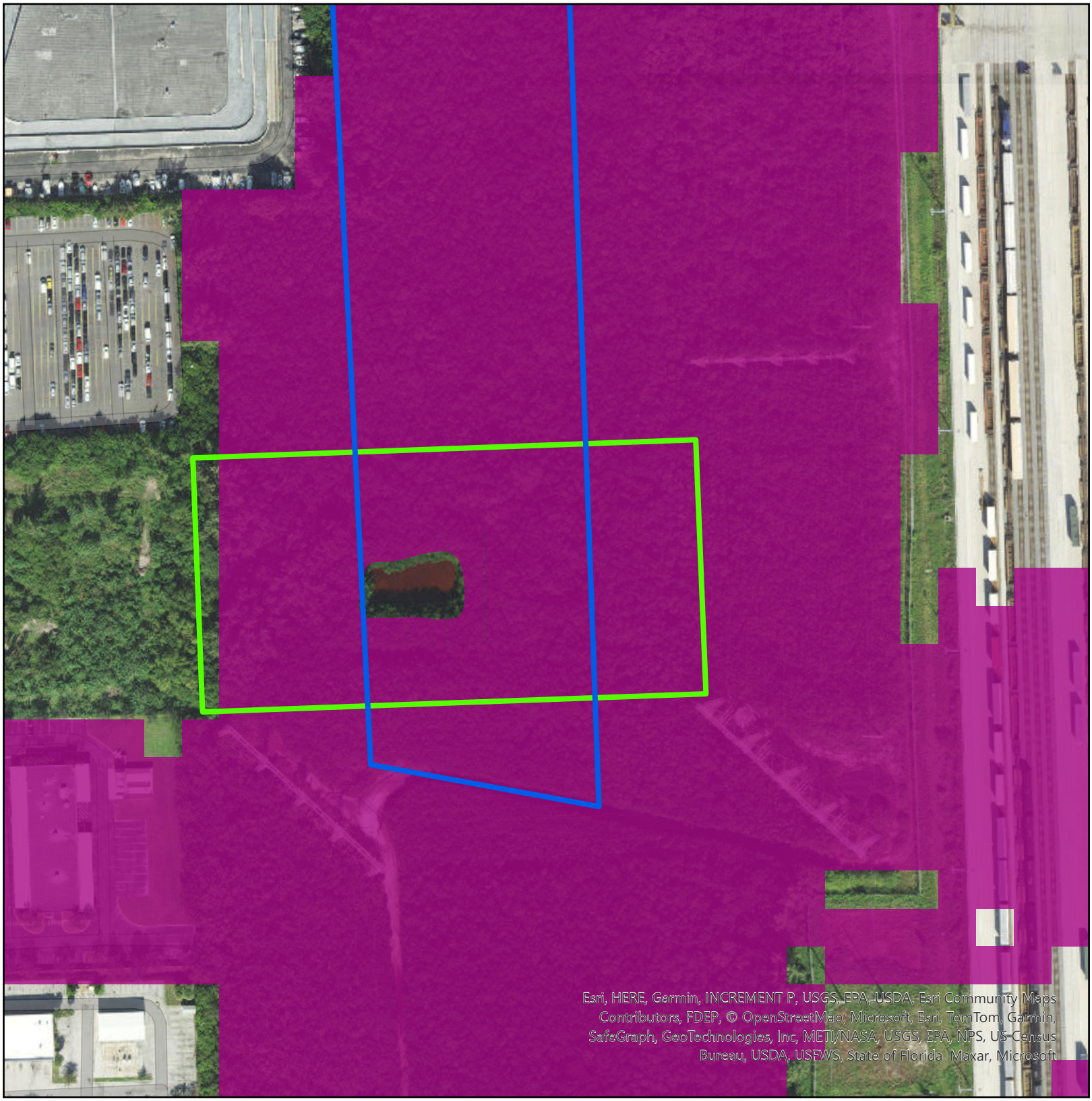
The Resilience Unit further notes that the groundwater conditions in the vicinity of this site are substantially influenced by sea level rise, with the 2024 Future Conditions Groundwater map showing a predicted 2.5' increase in the groundwater table relative to historic conditions. It is not clear whether the applicant utilized data from the 2024 Map Update (effective July 1, 2024) in its evaluation of future conditions hydrology.

While the Resilience Unit appreciates the response of the applicant to the agency review comments, these responses have not fully addressed these resilience priorities. Staff finds the proposed land use amendment would not only further development in an area substantially challenged by the predicted rise in groundwater table with sea level, but at the expense of high quality, unique Environmentally Sensitive Lands both directly and indirectly impacted by proposed development activities, inconsistent with Policy 2.21.5.

Therefore, the Resilience Unit recommends denial of the proposed amendment as it does not comply with Policy 2.21.6 of the Broward County Land Use Plan.

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Tim Ryan • Michael Udine
www.broward.org

Broward County Land Use Plan
Proposed Amendment
PCNRM 24-3_ESL



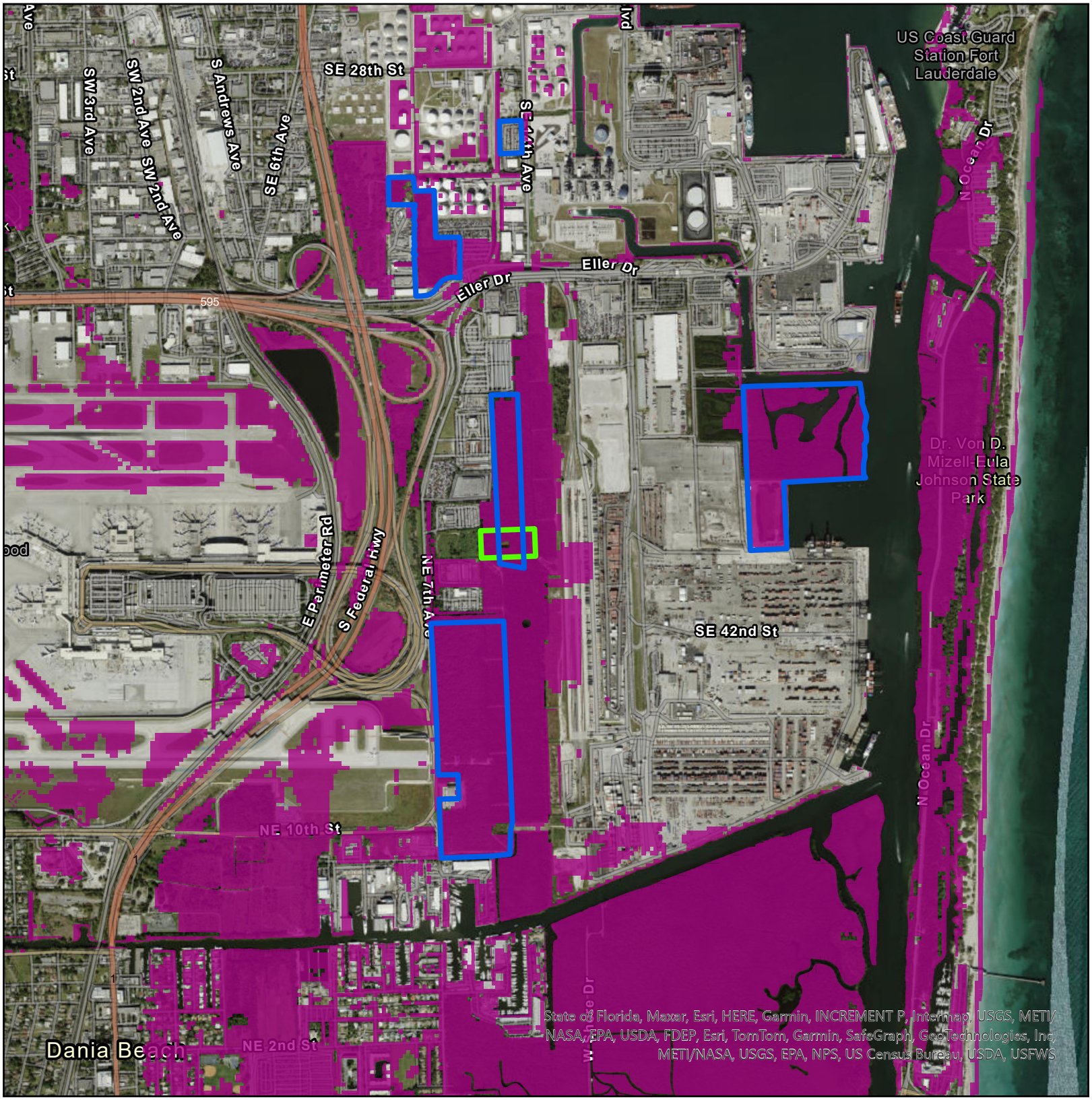
0 0.03 0.05 Miles

ESL

Proposed Land Use Plan Amendment

Priority Planning Areas for Sea Level Rise near tidal water bodies at an increased risk of inundation under a 40 inch sea level rise scenario projected to occur by 2070 (PCNRM 24-3_ESL is located inside of a Priority Planning Area)

Broward County Land Use Plan
Proposed Amendment
PCNRM 24-3_ESL



0 0.23 0.45 Miles

ESL

Proposed Land Use Plan Amendment

Priority Planning Areas for Sea Level Rise near tidal water bodies at an increased risk of inundation under a 40 inch sea level rise scenario projected to occur by 2070 (PCNRM 24-3_ESL is located inside of a Priority Planning Area)

ATTACHMENT 12

March 24, 2025

Dr. Jennifer Jurado
Chief Resilience Officer and Deputy Director
115 S. Andrews Avenue, Room 329
Fort Lauderdale, FL 33301

RECEIVED
3/25/2025

RE: NSU Port Parcel
TCG Project No. 14-0080.002
ERL No. DF20-1121

Dear Dr. Jurado:

The Chappell Group, Inc. (TCG) is in receipt of comments dated August 13th, 2024, from Dr. Jennifer Jurado, Chief Resilience Officer and Deputy Director, regarding the above referenced project and provides the following response(s) to your requests. Your comments related to the proposed project are noted followed a response in **bold**:

1. The Broward County Resilient Environment Department/ Resilience Unit provided comment regarding land use plan amendment (LUPA) application for PCNRM 24-3 known as Site 97 on the Environmentally Sensitive Lands Map on February 23, 2024. The Department comments noted that the site is located entirely within an area prioritized for resilience planning consideration, as indicated on the Priority Planning Areas for Sea Level Rise Map. Therefore, BCLUP Policies 2.21.1, 2.21.5, and 2.21.6 apply in the review of this application.

   Response: The majority of the recommendations outlined in the Southeast Regional Climate Action Plan are intended for implementation by academic institutions, local governments, non-profit organizations, regional agencies, and financial institutions. As such, these recommendations are not applicable to the private sector and do not pertain to this project.

   Furthermore, the removal of approximately 69% of the existing mangrove and canopy cover on-site will not significantly impact the overall urban tree canopy or habitat diversity within the surrounding area. A cumulative impact analysis, which has been reviewed and accepted by the relevant environmental agencies, confirms that the proposed project will not result in a cumulative impact on the New River Basin in Broward County. To fully offset the environmental effects of the project, mitigation credits will be purchased from the Everglades Mitigation Bank. Additionally, the natural migration patterns of species in response to changing environmental conditions will not be disrupted, as the surrounding conservation areas—including the easement at Port Everglades to the east, West Lake Park/Anne

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Kolb Nature Center to the south, and Snyder Park to the west—provide ample space for nesting and foraging of migratory species.

Specifically, POLICY 2.21.5 states that "Broward County shall, prior to approving land use plan amendments in the areas prone to flooding and/or the impacts of sea level rise, as identified on the Flood Plains, Flood Prone Areas, and Coastal High Hazard Areas Map and the Priority Planning Areas for Sea Level Rise Map, respectively, determine that the subsequent development will be served by adequate storm water management and drainage facilities, not adversely affect groundwater quality or environmentally sensitive lands and not increase saltwater intrusion or area-wide flooding."

Response: Please see attached letter from Langan.

2. The Resilience Unit places emphasis on the reference to the required determination that the development will not adversely affect environmentally sensitive lands and that the site be served by adequate stormwater management and drainage facilities.

   Response: The proposed development will not have an adverse impact on environmentally sensitive lands, as confirmed by an accepted cumulative impact analysis. Any effects on mangrove and canopy cover will be fully offset through mitigation credits from the Everglades Mitigation Bank. Additionally, surrounding conservation areas provide ample habitat, ensuring no disruption to species migration or foraging patterns.

   Please see attached letter from Langan regarding adequate stormwater management and drainage facilities.

3. The Resilience Unit further notes that the groundwater conditions in the vicinity of this site are substantially influenced by sea level rise, with the 2024 Future Conditions Groundwater map showing a predicted 2.5' increase in the groundwater table relative to historic conditions. It is not clear whether the applicant utilized data from the 2024 Map Update (effective July 1, 2024) in its evaluation of future conditions hydrology.

   Response: Please see attached letter from Langan.

4. While the Resilience Unit appreciates the response of the applicant to the agency review comments, these responses have not fully addressed these resilience priorities. Staff finds the proposed land use amendment would not only further development in an area substantially challenged by the predicted rise in groundwater table with sea level, but at the expense of high quality, unique Environmentally Sensitive Lands both directly and indirectly impacted by proposed development activities, inconsistent with Policy 2.21.5.

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Response: The parcel is located adjacent to high-intensity warehouse facilities, and most remaining mangrove wetlands in Broward County are already protected through federal, state, county, or local ownership or conservation easements. While mangrove habitat is ecologically valuable, it is not unique to Southeast Florida, and this particular site consists of previously altered land with a presence of exotic and nuisance species, reducing its ecological function.

Of the 4.21 acres of mangrove habitat on-site, only 2.92 acres (1.8% of the approximate 160 acres) will be impacted, and approximately 1.29 acres will be preserved under a conservation easement, ensuring some habitat retention. To fully offset the proposed impacts, mitigation credits will be purchased from the Everglades Mitigation Bank, which provides significantly higher ecological value than the existing site. This mitigation approach not only complies with environmental regulations but also enhances regional ecological resilience by improving wetland function in a more strategic and sustainable location.

Additionally, surrounding protected areas—including the conservation easement at Port Everglades, West Lake Park/Anne Kolb Nature Center, and Snyder Park—will continue to support biodiversity, habitat connectivity, and species migration. Given these factors, the project aligns with regional resilience efforts by balancing development needs with responsible ecological management.

Therefore, the Resilience Unit recommends denial of the proposed amendment as it does not comply with Policy 2.21.6 of the Broward County Land Use Plan.

If you have any further questions or comments, please feel free to contact my office at (954) 782-1908 or via email at gabe@thechappellgroup.com.

Sincerely,
THE CHAPPELL GROUP, INC.

Gabe Detina

Gabe Detina
Project Biologist

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LANGAN

Technical Excellence
Practical Experience
Client Responsiveness

17 December 2024
Revised 21 March 2025

City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
100 W Dania Beach Boulevard
Dania Beach, FL 33004

RECEIVED
3/25/2025

Re: Proposed Drainage Systems and Methods Statement
NSU Industrial
1850 NE 7th Avenue, Dania Beach, FL 33004
Langan Project No.: 330111401

To whom it may concern:

The stormwater management design for this project will consist of drainage wells and exfiltration trench to meet water quality and quantity requirements. Water quality will be provided for the amount of 2.5 inches times the percent impervious area for the project site. Water quantity will be provided for the following design storms.

The 10-year, 1-day storm event will be analyzed for the parking area elevations. The perimeter berm around the site will also be set above the elevation in which the 25-year, 3-day storm event stages for the site. The site does not have any existing permits; therefore, an existing condition analysis will be performed utilizing ICPR to calculate total discharge from the site. A pre vs post-development analysis will be performed for the 25-year, 72-hour storm event in order to ensure the post-development discharge does not exceed the pre-development discharge. The 100-year, 3-day storm event will be analyzed to show the finish floor elevation of the proposed building is protected from the peak stage of this storm event in a zero discharge scenario. The generated stage shall also not exceed the BCPED 100-year flood plain of 6.50 NAVD.

The water table elevation was obtained from the Broward County Groundwater Table Elevation Map and its elevation is 2.5 NAVD. The drainage wells average capacity found in the area will be assumed for the design capacity of 200 gpm/ft-head.

Design Considerations for Sea Level Rise

The stormwater management system has been design to account for sea level rise within the area. To address this concern the stormwater drainage wells have been revised to a pressurized well system. Therefore, the wells will be able to generate the head required due to potential sea level rise to maintain the discharge rate required to retain the 25-year 72-hour storm event and protect the structure from flooding.

Design Considerations for Salt Water Intrusion

The storm runoff volume will be infiltrated into the shallow aquifer by the proposed exfiltration trench or into a deeper aquifer by the proposed drainage wells. These systems do not increase the saltwater intrusion as we are directly inputting stormwater runoff into the aquifer to help reduce the impacts of saltwater intrusion.

Design Considerations for Nearby Sensitive Lands

The proposed stormwater management system was analyzed to estimate the potential mounding of the system due to the proposed exfiltration trench. The analysis was conducted on the 5 Year and 25 Year storm event. The analysis indicates that the groundwater mound caused by the proposed exfiltration trench will be less than 0.1 feet at the property line which shows no impacts to the neighboring areas. Therefore, the mounding caused by the proposed exfiltration trench is negligible.

Tidal Flow Restrictions

Based on aerial images the site is already cut-off from tidally influenced water bodies via overland flow. This area is cut-off to the from the tidally influenced canal to the south by an access road and FPL infrastructure. There is a culvert through this area, however, the flow through the culvert will restrict the tidal flow to this area more than the reduced horizontal area caused by the project. The remaining horizontal flow area to the north will be approximately 400 feet, which will equate to a significantly higher flow than capacity of the culvert further to the south. Therefore, the proposed project will not negatively impact the potential tidal flow in this area. See the attached figures.

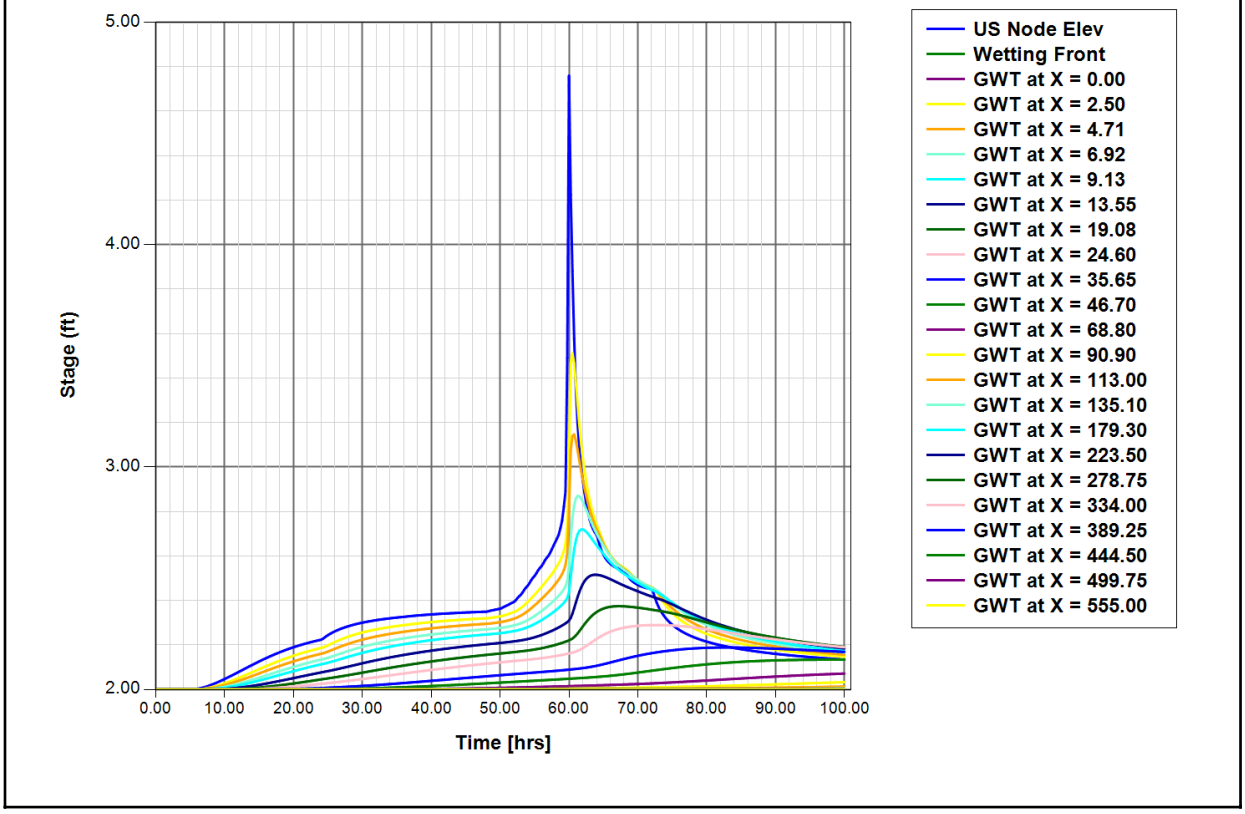
Sincerely,
Langan Engineering and Environmental Services, LLC.



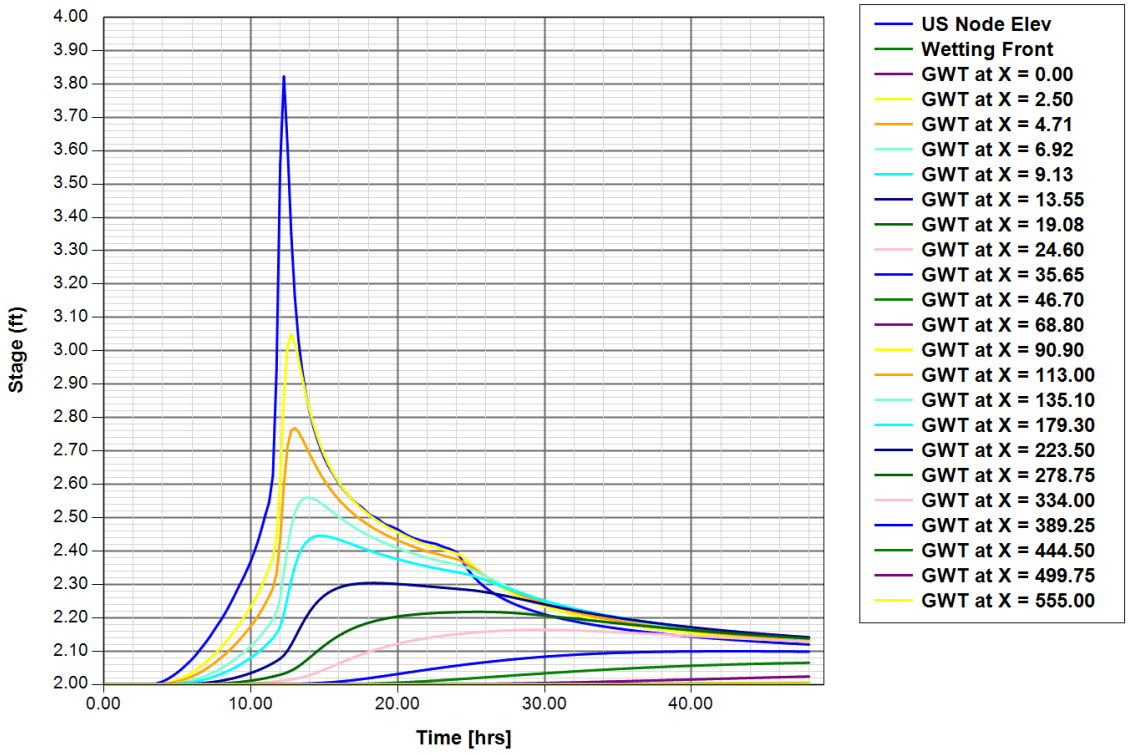
Michael P. Carr, PE, LEED AP
Professional Engineer License No. 72424
Associate Principal

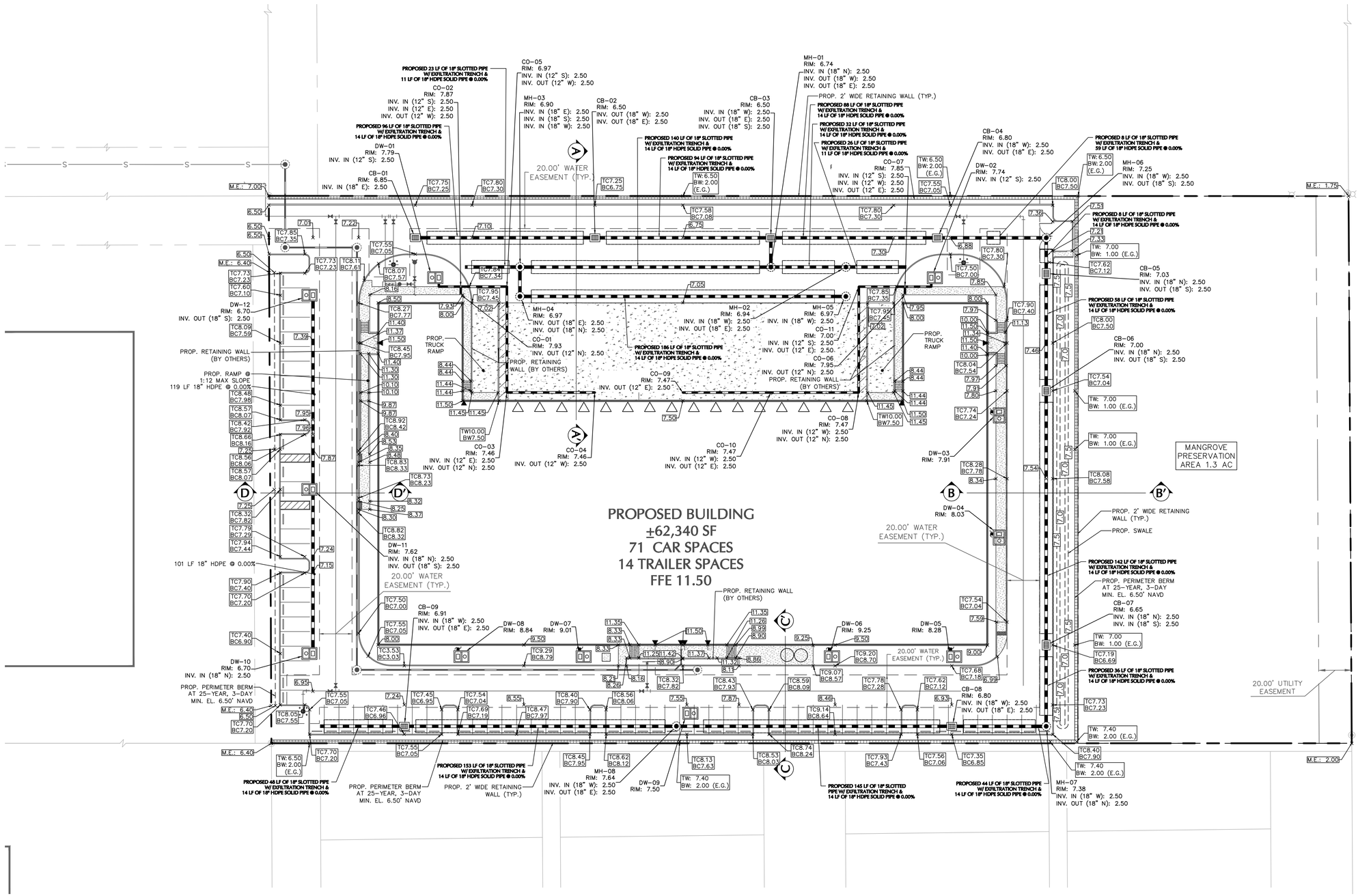
Attachments: Mounding Analysis Graphs
Paving, Grading and Drainage Plans
Tidal Flow Figures

Perc Link: Exfiltration Trench (Sim: 25 year) [Scenario1]



Perc Link: Exfiltration Trench (Sim: 5 year) [Scenario1]





NOTES:

A. ALL DRAINAGE WELLS ARE TO HAVE PUMPS AND TO BE PRESSURIZED.

Date	Description	No.
10/25/23	DRC Review 4	4
10/20/23	DRC Review 3	3
9/22/23	DRC Review 2	2
10/21/22	DRC Review 1	1

Revisions

SIGNATURE

DATE SIGNED

MICHAEL CARR
PROFESSIONAL ENGINEER FL Lic. No. 72424

LANGAN
Langan Engineering and Environmental Services, LLC
110 East Broward Boulvard, Suite 1500
Fort Lauderdale, FL 33301
T: 954.320.2100 F: 954.320.2101 www.langan.com
FL CERTIFICATE OF AUTHORIZATION NO. 00006601/LB8172/LB8198

Project

NSU INDUSTRIAL
1850 NE 7TH AVENUE

CITY OF DANIA BEACH
BROWARD COUNTY FLORIDA

Drawing Title

GRADING AND DRAINAGE PLAN

Project No.	Drawing No.
330111401	C-400
Date: MARCH 2024	
Drawn By: NCM	
Checked By: MPC	

LANGAN

Project No. 330111401

©2023 Langan

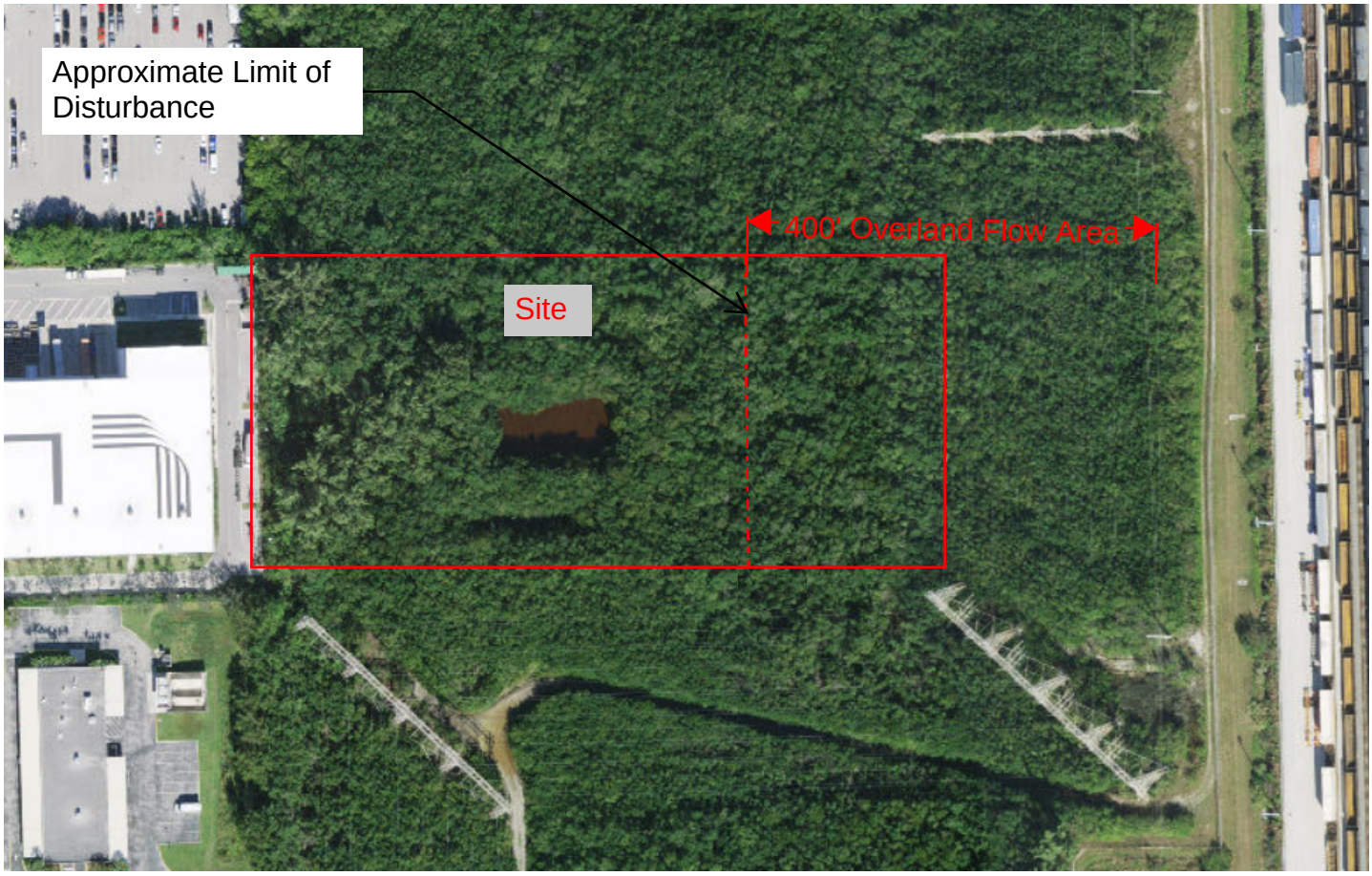
Figure - 1 Existing Flow Restriction



Figure - 1 Existing Flow Restrictions



Figure - 3 Existing Flow



ATTACHMENT 13

March 24, 2025

Ms. Linda Sunderland
Environmental Program Supervisor
Broward County Resilient Environment Department
1 N University Drive, Mailbox 201
Plantation, Florida 33324

RECEIVED
3/25/2025

RE: NSU Port Parcel
TCG Project No. 14-0080.002
ERL No. DF20-1121

Dear Ms. Sunderland:

The Chappell Group, Inc. (TCG) is in receipt of comments dated August 6th, 2024, regarding the above referenced project and provides the following response(s) to your requests. Your comments related to the proposed project are noted followed a response in **bold**:

The Environmental Permitting Division (ERP) has received and reviewed the response from The Chappell Group (TCG) (including the Cumulative Impact Analysis and stormwater calculations from Langan Engineering and Environmental Services, LLC (Langan)) to previous comments provided to the Planning Council.

The response from TCG represents the site as 1) a poor quality and highly degraded isolated wetland, 2) reliant on rainfall and groundwater for hydrology, 3) with habitat value rapidly diminishing because of exotic vegetation. 4) having no wildlife and 5) development of the site will have no negative or cumulative impacts.

EPD has visited the site several times recently and has prepared the attached visual presentation with 9 slides to help illustrate our below responses to the TCG analysis.

1. The western edge of the site does have an upland buffer with some exotic vegetation and there are also a few higher elevation points in the mangrove area that are remnant of the excavation of the borrow pit / lake excavation (Slide 8). The exotic vegetation is limited in area and could be easily removed or treated. The remainer of the site (Slides 9 & 10) is a mature, highly functional mangrove ecosystem with red and black mangrove trees 20+ feet tall with no exotics noted during EPD inspection. The site is not isolated. It is contiguous to approximately 160 acres of red and black mangroves (Slide 3).

   Response: The site was previously a tomato farm and exhibits features of an altered wetland with varying elevations. Although native species are present, exotic Brazilian pepper, Australian Pine, and earleaf acacia are present

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which indicates a lower quality wetland. The overall impact to the ecosystem is minimal due to the 1.29 acres to remain and be enhanced which will increase function of the wetland and increase roosting, foraging, and refuge.

2. The site is tidally connected to the Dania Cut Off Canal to the south (Slide 3) and therefore is flushed by daily tide changes. All stormwater entering the site is pretreated and therefore there are no negative impacts from the adjacent developed areas. As noted above, only a small portion of the site along the western edge of the site contains exotic vegetation which can be easily treated.

   Response: The FPL easement road cuts off much of the tidal connection to the Dania Cut Off Canal. The area north of the easement road is only connected hydrologically by high tides higher than average such as king tides. Since the only hydrological connection occurs during higher-than-average tides, such as king tides, it suggests that regular tidal fluctuations are not enough to allow significant water exchange. The stormwater management for the proposed construction of the NSU Port Parcel will be sufficient and cause no negative impacts like the adjacent developed areas. The exotic vegetation on the western edge ranges from 40-170' wide. This site is not unique as the western portion of the property was previously impacted with fill and the lake was excavated. In addition, the adjacent sites to the north, south, and east are owned by Broward County and are protected. The wetlands that are proposed to remain on the eastern portion of the site will continue to be tidally connected during king tides to the Dania Cut-off Canal and contiguous to the adjacent mangrove wetlands.

3. During EPD staff visits, wildlife usage has been noted on the site (Slide 6), including birds, fish, crustaceans, reptiles and mammals. The site is a highly mature mangrove habitat with trees 20+ feet tall, an extensive aerial coverage of red mangrove roots, open water and protected waters (Slide 9 & 10). The site is contiguous to approximately 160 acres of mangrove habitat which provides roosting, foraging, and refuge for many species, including fish that later in life migrate to deeper waters offshore. Slide 2 lists mangrove ecosystem benefits.

   Response: The subject site consisting of 4.21 acres of wetland habitat is minimal to the overall 160 acres of mangrove habitat that is owned by Broward County and under a conservation easement. Only 2.92 acres will be impacted (1.8%). In addition, 1.29 acres will remain, be enhanced, and be placed under a conservation easement. The purchase of credits from Evergaldes Mitigation Bank will offset remaining impacts, which provides significantly higher ecological value than the existing site. This mitigation approach not only complies with environmental regulations but also enhances regional ecological resilience by improving wetland function in a more strategic and sustainable location.

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4. The stormwater calculations provided by Langan only discusses stormwater management for the proposed site. It does not discuss or provide modeling data to show potential impacts to the surrounding mangroves by having tidal flow partially dammed (Slide 7).

   Response: Please see the attached letter from Langan.

5. Development of this site will have 1) permanent impacts to 2.92 acres of mature, highly functional mangrove wetlands, 2) negative impacts to the adjacent mangrove area since the development through the creation of a partial dam limits tidal flow / flushing to the northern wetlands, and 3) additional wetland impacts outside of the project footprint due to construction including the retaining walls (Slide 4).

   Response: The 2.92 acres of impacted wetland habitat represent a small fraction (1.8%) of the approximately 160 acres of mangrove habitat owned by Broward County and protected under a conservation easement. The mitigation plan, which includes the purchase of credits from the Everglades Mitigation Bank, ensures a net ecological benefit by offsetting impacts with wetlands of significantly higher functional value than those currently on-site. Tidal flow and flushing to the northern wetlands will remain largely unaffected, as a substantial portion of the area will be preserved, allowing for continued water movement. Any secondary impacts associated with construction, including the installation of retaining walls, have been accounted for in the attached mitigation plan, ensuring that environmental effects are minimized and properly managed.

6. Expansive mangrove wetlands habitat (Slide 8) is a limited resource in Broward County with areas constantly under threat from development. If this site and the other privately held sites nearby are developed, approximately 20 acres of mangroves will be lost. There are few sites of this size remaining and therefore, it has significant potential to provide habitat for a variety of species. There is a cumulative impact to overall mangrove wetland resources from projects proposing impacts (Slide 5).

   Response: The majority of the 160 acres of mangrove habitat is already protected, as they are owned by federal, state, county, or local agencies or placed under conservation easements. The proposed project impacts only 2.92 acres, a small fraction (1.8%) of the approximately 160 acres of mangrove habitat within the county's conservation network. While the concern for cumulative impacts is noted, the mitigation plan ensures no net loss of ecological function. Credits purchased from the Everglades Mitigation Bank will enhance wetland quality at a regional level, providing higher-value habitat than what currently exists on-site. Additionally, large protected areas nearby will continue to support diverse species and

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maintain ecological integrity, ensuring long-term habitat availability despite localized development.

At this time, based on our previous review provided to the Planning Council and the information above, we strongly believe the site continues to meet the criteria for a LAPC and do not have reasonable assurances that the project as proposed will meet the criteria issuance of a County Environmental Resource License, County Stormwater Management License or State FDEP Environmental Resource Permit. All three approvals would be issued by ERP under a delegation agreement with FDEP.

If you have any further questions or comments, please feel free to contact my office at (954) 782-1908 or via email at gabe@thechappellgroup.com.

Sincerely,
THE CHAPPELL GROUP, INC.

Gabe Detina

Gabe Detina
Project Biologist

714 East McNab Road. Pompano Beach, FL 33060 *tel*. 954.782.1908 *fax*. 954.782.1108 www.thechappellgroup.com

CITY OF DANIA BEACH
CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: September 25, 2025

TO: Honorable Mayor and Commissioners

FROM: Vice Mayor Marco Salvino

SUBJECT: Modification to City of Dania Beach Rules of Procedure

---

The Request

To modify the City's Resolution 025-048, relating to Rules of Procedure for the City Commission, to modify the start time for City Commission meetings to 6:00 p.m.

Background

Resolution 025-048 at Section 4 provides that the City's meetings are to start at 7:00 p.m.

> Section 4. TYPES OF MEETINGS
> 4.1 Regular Meeting: The Commission shall meet in the Commission Chambers for regular, adjourned and special meetings. The regular Commission meetings are to commence at 7:00 P.M., on the second and fourth Tuesday of each month, unless otherwise specified at least two (2) weeks in advance.

Starting the meetings one hour earlier would provide more access for the residents to stay and participate in the meeting. Having meetings end at 9:00, 10:00 or 11:00 causes the residents to leave before the City Commission finishes business. Starting earlier would provide more of an incentive for the residents to participate in the meetings.

Also, as staff works all day, and then has to wait until 7:00 for the meeting to start, it takes our staff away from their families longer than is necessary. As proponents of RISE it is my recommendation to start the meetings earlier so that our staff can have quality family time.

I would then recommend that the CRA meeting, which is one a month, start at either 5:00 or 5:30 p.m., depending on the length of the agenda.

Recommendation

This is a policy decision for the City Commission.

Budgetary Impact
No budgetary impact anticipated.

EAB:la

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, ICMA-CM, Deputy City Manage

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE DANIA BEACH, FLORIDA, PERTAINING TO RESOLUTION 22025-048, WHICH MODIFIED RESOLUTIONS 2024-079, 2008-85, RELATING TO PRESCRIBED RULES OF PROCEDURE FOR CITY COMMISSION MEETINGS; AMENDING THE RULES TO MODIFY THE START TIME; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff periodically updates its procedures, working towards best practices for the expedient, transparent and efficient addressing of City business; and

WHEREAS, the City Commission desires to amend the Rules of Procedure for meetings to change the start time of City Commission meetings to 6:00 pm. from 7:00 p.m.; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. Attached and incorporated by reference as Exhibit 1, are the proposed amended Rules for City Commission meetings.

Section 2. That all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict

Section 3. That this Resolution shall be effective 10 days after passage.

SIGNATURE PAGE TO FOLLOW

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

Yes No

Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

_____	_____
ELORA RIERA, MMC	JOYCE L. DAVIS
CITY CLERK	MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT 1

AMENDED RULES FOR CITY COMMISSION MEETINGS

Section 1. AUTHORITY

1.1 Charter: The Charter of the City of Dania Beach provides that: "The Commission shall prescribe its own rules, regulations and order of business, and shall keep minutes of its proceedings". (Part II, Article 7, Section 5) Accordingly, the following rules shall take effect immediately upon adoption by the City Commission and shall remain in effect until such time as new rules are adopted by the City Commission.

Section 2. DEFINITIONS

2.1: For the purpose of these rules the word "Mayor" shall include the Vice Mayor and the Mayor pro tem, when appropriate; the word "Commission" shall mean City Commission; and the word "City" shall mean the City of Dania Beach, Florida.

Section 3. GENERAL RULES

3.1 Meetings to be Public: All official meetings of the Commission, except where state and local law allows executive sessions for certain limited topics, shall be public. The minutes of the proceedings, except those for the said executive sessions, shall be open to public inspection. Public meetings may include virtual public meetings, with appearances by elected officials and the public by virtual means. A majority of all members of the City Commission shall constitute a quorum.

3.2 Quorum and Vote: A majority of all members of the City Commission shall constitute a quorum but a less number may adjourn from day to day and compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance. The affirmative vote of three (3) members shall be necessary to pass any ordinance on a reading or adopt a resolution, and the passage of all ordinances and resolutions shall be taken by yeas and

nays and entered upon the minutes. (Part II, Article 7, Section 6, City Charter). The City may convene a quorum, virtually, as provided under the City Charter and City Code.

3.3 Minutes of Proceedings: An account of all proceedings of the commission shall be kept by the City Clerk.

3.4 Ordinances and Resolutions Confined to One Subject: Each ordinance or resolution shall be introduced in writing and shall embrace but one subject and matters properly connected therewith. The subject shall be clearly stated in the title. (Section 166.041(2), Florida Statutes)

3.5 Right of Floor: Any member desiring to speak shall be recognized by the Mayor and shall confine his or her remarks to the subject under consideration or to be considered.

3.6 City Manager: The City Manager shall attend all meetings of the Commission unless excused. The City Manager may make recommendations to the Commission and shall have the right to take part in all discussions of the Commission but shall have no vote.

3.7 City Attorney: The City Attorney shall attend all meetings of the Commission unless excused and shall, upon request, give opinions, either written or oral, on questions of law. The City Attorney shall act as the Commission's parliamentarian.

3.8 City Clerk: The City Clerk shall attend all meetings of the Commission unless excused and shall keep the official minutes and perform such other duties as may be required.

3.9 Officers and Employees: Department heads of the City, when there is pertinent business from their departments on the agenda, shall attend such Commission meetings when requested by the City Manager. The police chief or a designated subordinate shall attend all Commission meetings.

3.10 Rules of Order: "Roberts Rules of Order Revised" shall govern the proceedings of the commission in all cases, unless they are in conflict with these rules.

3.11 Presentations: Each Commissioner presentation should be limited to no more than seven (7) minutes per presentation, and one presentation per meeting. The Administration is not limited in time or number of presentations but shall taken into consideration the length of the agenda before scheduling presentations. Waiver of these rules shall require a motion and vote of the Commission.

3.12 Backup Documents. Consistent with the requirements of Broward County Section 1.07, which provides, that all municipalities shall provide all notices, agendas, and "available" back up materials at least 48 hours in advance, the City Commission shall require back up on all presentations, agenda items, discussion items, etc. for the City Commission meetings be provided in advance, and as part of the agenda back up, or at a minimum, distributed to city commission and available to the public at least 48 hours in advance of the meeting to which the item is to be approved, discussed or presented. Failure to provide back up shall result in the item not being heard, and the item will be rescheduled for a future agenda, once the back up is available. This requirement can only be waived by a 4/5 vote of the City Commission.

Section 4. TYPES OF MEETINGS

4.1 Regular Meeting: The Commission shall meet in the Commission Chambers for regular, adjourned and special meetings. The regular Commission meetings are to commence at 6:00 ~~7:00~~ P.M., on the second and fourth Tuesday of each month, unless otherwise specified at least two (2) weeks in advance.

4.2 Biennial Organizational Meeting: On the first Tuesday following each biennial regular election, the City Commission shall meet at the usual place for holding the meetings of the legislative body of the City, at which time the newly elected City Commissioners shall take the

prescribed oaths of office and assume the duties of their respective offices. (Part II, Article 7, Section 1, City Charter)

4.3 Special Meeting to Seat a New Member: On the first Monday following the election of a new member, elected at other than a bi-ennial regular election, the Commission shall meet to receive such new member. (Part II, Article 7, Section 2, City Charter)

4.4 Special Meetings: The Mayor, any two (2) members of the City Commission or the City Manager may call special meetings of the City Commission upon at least six (6) hours written notice to each member, the City Manager, City Clerk, and City Attorney, served personally or delivered electronically via e-mail. The regularity or validity of any proceedings, taken at any special meeting at which a majority of members of the City Commission and the City Clerk are present shall not be questioned on account of any omission or irregularity in calling such a special meeting. The call for a special meeting shall specify the day, the hour and the location of the special meeting and shall list the subject or subjects to be considered. Only such business may be transacted at a special meeting as may be listed in the call for said meeting or an incident thereto.

4.5 Adjourned Meetings: Any meeting of the Commission may be adjourned to a later date and time, provided that no adjournment shall be for a longer period than until the next regular meeting.

4.6 Workshop Meetings: The Commission may meet informally in workshop meetings (open to the public) at the call of the Mayor, or any two (2) members of the Commission or City Manager, to review forthcoming programs of the City, receive progress reports on current programs or projects, or receive similar information from the City Manager. No vote or polling of the Commissioners shall be taken at said workshop meetings.

4.7 Emergency Meetings: Emergency meetings may be held on the call of the Mayor, two (2) members of the Commission or the City Manager whenever there is a public emergency affecting life, health property or the public peace, and whenever practicable, upon no less than one (1) hour notice to each member and the public.

4.8 Attendance of Media at Commission Meetings: All official meetings of the City Commission and its committees shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

Section 5. PRESIDING OFFICER

5.1 Running the Meetings: The mayor-commissioner, if present, shall preside at all meetings of the commission. In the absence of the mayor, the vice mayor shall preside. In the absence of the mayor and the vice mayor, any member of the city commission may be designated as mayor pro tem for such meeting. The mayor shall have a vote in the proceedings of the city commission and shall vote last upon roll call. (Part III, Article 2, Sections 2 & 3(a), City Charter)

5.2 Call to Order: The meetings of the Commission shall be called to order by the Mayor, or in his or her absence, by the Vice Mayor. In the absence of both the Mayor and the Vice Mayor, the meeting shall be called to order by the City Clerk for the selection of a Mayor pro tem from any of the Commissioners present.

5.3 Preservation of Order: The Mayor shall preserve order and decorum; and, confine the debate of the Commissioners and the public to the question under discussion.

5.4 Points of Order: The Mayor shall determine all points of order, subject to the rights of any member to appeal to the Commission. If any appeal is taken, the question shall be, "Shall the decision of the Mayor be sustained?"

5.5 Questions to be Stated: The Mayor shall state all questions submitted for a vote and announce the result. A roll call vote shall be taken for the adoption of an ordinance or resolution. A roll call vote may be taken on matters other than ordinances and resolutions upon the request of any member of the Commission.

5.6 Substitution for Mayor: The Mayor may call on the Vice Mayor to temporarily conduct the meeting in order to make a motion. Such substitution shall not continue beyond the action on that motion.

Section 6. ORDER OF BUSINESS AND AGENDA

6.1 Order of Business: The general rule as to the order of business in regular meetings shall be as follows:

1. Call to Order/Roll Call
2. Moment of Silence and Pledge of Allegiance
3. Presentations and Special Event Approvals
4. Proclamations
5. Administrative Reports
6. Public Safety Reports
7. Citizens' Comments
8. Consent Agenda
9. Bids and Requests for Proposals
10. Quasi-Judicial Hearings
11. First Reading Ordinances
12. Second Reading Ordinances
13. Discussion and Possible Action
14. Appointments
15. Commission Comments
16. Adjournment

6.2 Agenda: The order of business of each meeting shall be as contained in the agenda prepared under the direction of the City Manager or his designee. The agenda shall be a listing by topic of subjects to be considered by the Commission and shall be delivered to members of the Commission each Thursday preceding the meeting to which it pertains.

6.3 Presentation by Members of Commission: The agenda shall provide a time when the mayor or any Commissioner may bring before the Commission any business that he/she feels should be deliberated upon by the Commission. The matters need not be specifically listed on the agenda, but formal action on such matters shall be deferred until a subsequent Commission meeting, except that immediate action may be taken upon a vote of a majority of all members of the Commission present.

6.4 Approval of Minutes: The minutes of a Commission meeting may be approved on the consent agenda if the City Clerk previously furnished each member with a copy thereof.

Section 7. ORDINANCES, RESOLUTIONS AND MOTIONS

7.1 Form: Ordinances and resolutions shall be presented to the commission in printed or electronic form.

7.2 City Attorney to Approve: All ordinances and resolutions shall be "Approved as to Form and Correctness" by the City Attorney. Such approval shall be so indicated by signature on the last page of the ordinance or resolution once approved and/or adopted by the City Commission,.

7.3 City Manager to Review: All ordinances and resolutions shall be reviewed by the City Manager. Such review shall be so indicated by recommendation included in the agenda backup material presented to the Commission.

7.4 Distribution of Ordinances and Resolutions: The city manager or his designee shall have copies of all proposed ordinances prepared for distribution to all members of the Commission with the agenda backup material for the Commission meeting at which the ordinance is to be introduced.

7.5 Ordinances Deferred, Emergencies: Ordinances introduced at a commission meeting on first reading shall not be finally acted upon no sooner than the next official meeting of the

commission; except that an emergency ordinance may be acted upon on first and second readings at the same meeting by an affirmative vote of at least two-thirds (four [4] members) of the commission.

7.6 Reading by Title Only: Upon being introduced, each proposed ordinance shall be read by title only, unless any member of the Commission requests a full reading of the ordinance.

7. 7 Consideration of Ordinances: Each proposed ordinance shall be read by title or in full two times. Except in case of a bill for an emergency ordinance, not more than one such reading shall be on the same day, and at least ten (10) days shall elapse between introduction and final passage.

7.8 Recording of Votes: The yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the Commission. (Section 166.041(4), Florida Statutes)

7.9 Majority Vote Required: An official vote of a majority of a quorum present is necessary to pass a motion, except that 2/3 (4 members) of the membership of the Commission is required to adopt an emergency ordinance.

7.10 Tie Vote: In the event of a tie in votes on any motion, the motion shall fail.

7.11 Numbering Ordinances and Resolutions: Upon passage, a number shall be assigned to each ordinance or resolution by the cCty Clerk.

7.12 Ordinance and Resolution Passage Procedure: When passed by the Commission, all ordinances and resolutions shall be signed by the Mayor and be attested by the City Clerk and it shall be immediately filed and thereafter preserved in the office of the City Clerk.

7.13 Requests for Ordinances or Legal Opinions: Any member of the City Commission may request the City Manager to have prepared proposed ordinances with such ordinances to be

placed on the agenda of the next scheduled Commission meeting, provided the ordinance can be drafted and distributed to members of the Commission in accordance with time schedules set forth in 7.4 of these rules, Any member of the City Commission may request verbal or written legal opinions relating to City business from the City Attorney.

7.14 Voting Conflicts: No member of the City Commission may vote in his or her official capacity upon any measure which insures to his/her special private gain and shall, prior to the vote, publicly state to the assembly, the nature of his/her interest in the matter from which he/she is abstaining and within fifteen (15) days after the vote, file a memorandum of voting conflict with the City Clerk who shall incorporate it into the minutes.

Section 8. CREATION OF COMMITTEES, BOARDS & COMMISSIONS

8.1 Citizen Committees, Boards and Commissions: The Commission may create committees, boards and commissions to assist in the conduct of the operation of the City government with such duties as the Commission may specify not inconsistent with the City Charter or City Code.

8.2 Membership and Selections: Membership and selection of members shall be as provided by the Commission if not specified by the City Charter or City Code. Any committee, board or commission so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a majority vote of the Commission. No committee so appointed shall have powers other than advisory to the Commission, except as otherwise specified by the City Charter or City Code. A volunteer membership list shall be established and distributed to the City Commission to aid in their selection of board, committee and commission members.

8.3 Removal of Members of Boards, Committees and Commissions: The Commission may remove any member of any board, committee or commission which it has created or as created by the City Charter by a vote of at least a majority of the Commission.

Section 9. CITIZEN'S COMMENTS AS AN AGENDA ITEM

9.1 Addressing the Commission: A thirty (30) minute "Citizen Comments" period shall be designated on the agenda for citizens and interested persons to speak on matters whether or not scheduled on that day's agenda. Individuals wishing to speak on a matter not included on the "Public Hearing" section of the agenda, which matter pertains to an item before the City Commission which requires a decision of the City Commission, may do so by submitting a form to that effect with the City Clerk prior to the meeting. Speakers at Public Hearings shall also submit such a form. Each speaker shall be limited to 3 minutes for his or her comments. If more than ten (10) speakers express a desire to speak, the Commission shall determine on a meeting by meeting basis whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

Comments may be heard virtually when there is a need for City Hall and the Commission Chambers to be closed to the public.

There are many airborne illnesses which people can contract by virtue of being in close contact with one another and therefore, as on ongoing exercise of the general police power and proprietary authority of the City, the City may from time to time, through the powers granted to the City Manager, require that certain health measures be implemented, regardless of the existence of any emergency order(s). Therefore, the City Manager may close Commission Chambers to public participation and may instead authorize virtual attendance and participation of employees

and the public at large at City Commission meetings. The City Commission may appear virtually at the public meeting. The City Manager may require visitors to City Hall, whether to individual departments or to Commission Chambers, to be temperature checked, may require masks to be worn, and may require social distancing of six (6) feet to be maintained between persons. Failure to comply with these measures after advance warning will result in a request to leave the premises and if there is no compliance, removal of the employee or member of the public failing to comply with the temperature checks, mask requirements, or social distancing may be undertaken.

9.2 Manner of Addressing the Commission - Time Limit: Each person addressing the Commission shall step up to the microphone, shall give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the Commission, shall limit his/her comments to three minutes. All remarks shall be addressed to the Commission as a body and not to any member thereof. No person other than members of the Commission, City Manager and the person having the floor shall be permitted to enter into any discussion, either directly or through the members of the Commission. When requested by any member of the Commission, the City Manager, City Attorney, as well as staff members, may enter into discussion. No questions shall be asked by the Commissioners, except through the Mayor.

9.3 Personal and Slanderous Remarks: Any person making personal, impertinent slanderous remarks, or who shall become boisterous, while addressing the Commission, may be required to leave the meeting and may be barred by the Mayor from further audience before the Commission.

9.4 Reading of Protests: Interested persons or their authorized representatives, may address the Commission for the reading of protests, petitions, or communications relating to any matter

over which the Commission has control when the item is under consideration by the Commission, if a majority of the Commission present agrees to let them be heard.

9.5 Written Communications: Interested parties or their authorized representatives, may address the Commission by written communication in regard to any matter concerning the City's business or over which the Commission has control at any time by direct mail, electronic mail, or by addressing such communication to the City Clerk who will distribute copies of same to the Commissioners.

Section 10. SUSPENSION AND AMENDMENT OF THESE RULES

10.1 Suspension of These Rules: Any provision of these rules not governed by the City Charter, State Statutes or City Code, may be temporarily suspended by a vote of a majority of the Commission.

10.2 Amendment of These Rules: These rules may be amended or new rules adopted, by a majority vote of all members of the Commission, provided that the proposed amendments or rules shall have been introduced into the record at a prior Commission meeting.